

**COLLECTIVE BARGAINING AGREEMENT**

Between

METROPOLITAN ALLIANCE OF POLICE  
COOK COUNTY CORRECTIONAL OFFICERS CHAPTER 222

And

COUNTY OF COOK/SHERIFF OF COOK COUNTY  
(AS JOINT EMPLOYERS)

Effective

December 1, 2001- November 30, 2004

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

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## **COLLECTIVE BARGAINING AGREEMENT**

### **PREAMBLE**

This collective bargaining agreement is entered into between the County of Cook and the Sheriff of Cook County joint employers of employees covered by this Agreement (hereinafter collectively referred to as the "Employer") and the METROPOLITAN ALLIANCE OF POLICE COOK COUNTY CORRECTIONAL OFFICERS Chapter #222, (hereinafter referred to as the "Chapter").

### **ARTICLE I Recognition**

#### **Section 1.1 Representative Unit:**

The Employer recognizes the Chapter as the sole and exclusive Representative for all employees of the Employers in the job classifications of Correctional Officer and Investigator II (Intensive Supervision) within the BM Division and Records Unit of the Department of Community Supervision and Intervention and Cook County Sheriff's Boot Camp Drill Instructor's and excluding all employees above the rank of Correctional Officer, Investigator II positions in the Fugitive Unit and Day Reporting Unit, Investigator II positions in the Records Unit responsible for Day Reporting Unit to conduct internal investigations or regularly assigned to the Sheriff's Merit Board, and excluding all supervisors, managerial and confidential employees, and all other employees of the County of business, Investigator III and Investigator IV positions, all Investigator positions regularly assigned to the Sheriff's Merit Board, and the Cook County Sheriff's Department.

#### **Section 1.2 Chapter Membership:**

The Employer does not object to Chapter membership by its employees, and believes that certain benefits may issue from such membership. For the purpose of this Section, an employee shall be considered to be a member of the Chapter if he/she timely tenders the dues and initiation fee required as a condition of membership.

The Employer will grant the Chapter an opportunity during the orientation of new employees to present the benefits of Chapter membership, at which time the Chapter may give such employees a copy of this Agreement.

#### **Section 1.3 Dues Checkoff:**

With respect to any employee from whom the Employer receives individual written authorization, signed by the employee, in a form agreed upon by the Chapter and the Employer, the Employer shall deduct from the wages of the employee the dues required as a condition of membership in the Chapter, or a representation fee, and shall forward such amount to the Chapter within thirty (30) calendar days after close of the pay period for which the deductions are made. The amounts deducted shall be set by the Chapter, and the Employer shall continue to retain a service charge of five cents (\$5) for making each such deduction.

### **Section 1.4 "Fair Share":**

1. The County shall grant "Fair Share" to the Chapter in accordance with Section 6(e)-(E) of the Illinois Public Labor Relations Act upon satisfactory demonstration to the County that the Chapter has more than 50% of the eligible employees in the bargaining unit signed up as dues paying members. Once this condition has been met, all employees covered by this Agreement will within 30 days of the Chapter meeting said condition or within 30 days of their employment by the County either (1) become members of the Chapter and pay to the Chapter regular Chapter dues and fees or (2) will pay to the Chapter each month their fair share of the Chapter's costs of the collective bargaining process, contract administration and pursuing matters affecting employee wages, hours, and other conditions of employment.
2. Such fair share payment by non-members shall be deducted by the County from the earnings of the non-member employees and remitted to the Chapter, provided, however, that the Chapter shall certify to the County the amount constituting said fair share, not exceeding the dues uniformly required of members of the Chapter, and shall certify that said amount constitutes the non-members' proportionate share of the Chapter's costs of the collective bargaining process, contract administration and pursuing matters affecting employee wages, hours and other conditions of employment.
3. Upon receipt of such certification, the County shall cooperate with the Chapter to ascertain the names of and addresses of all employee non-members of the Chapter from whose earnings the fair share payments shall be deducted and their work locations.
4. Upon the Chapter's receipt of notice of an objection by a non-member to the fair share amount, the Chapter shall deposit in an escrow account, separate from all other Chapter funds, 50% of all fees being collected from non-Chapter employees. The Chapter shall furnish objectors and the County with verification of the terms of the escrow arrangement and, upon request, the status of the Fund as reported by the bank.
5. The escrow funds will be established and maintained by a reputable independent bank or trust bearing at the highest possible rate; that the escrow accounts be interest control until the final disposition of the objection, and that the escrow fund will terminate and the funds therein be distributed by the terms of an ultimate award, determination, or judgment including any appeals or by the terms of a mutually agreeable settlement between the Chapter and an objector or group of objectors.  
If an ultimate decision in any proceeding under state or federal law directs that the amount of the fair share should be different than the amount fixed by the Chapter, the Chapter shall promptly adopt said determination and notify the County to change deductions from the earnings of non-members to said prescribed amount.

**Section 1.5 Religion Exemption:**  
Employees who are members of a church or religious body having a bona fide religious tenet or teaching which prohibits the payment of a fair share contribution to a Chapter shall be required to pay an amount equal to their fair share of Chapter dues, as described in Section 4, to a non-religious charitable organization mutually agreed upon by the Chapter and the affected employees as set forth in Section 6 (g) of the Illinois Public Labor Relations Act.

**Section 1.6 Indemnification:**

The Chapter shall indemnify and save the County harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of any action taken by the County for the purpose of complying with any provisions of this Article. If an incorrect deduction is made, the Chapter shall refund any such amount directly to the involved employee.

**ARTICLE II**  
**Employer Authority**

**Section 2.1 Employer Rights:**

The Chapter recognizes that the Employer has the full authority and responsibility for directing its operations and determining policy. The Employer reserves unto itself all powers, rights, authority, Constitutions, and to adopt and apply all rules, regulations and policies as it may deem necessary to carry out its statutory and constitutional responsibilities. Employer rights shall be limited only by the specific and express terms of this Agreement. Employer rights include, but are not limited to:

- A. The Chapter recognizes the exclusive rights of the Employer to determine its policies, standards of services and to operate and manage its affairs and to direct its work force in accordance with its responsibilities. The Employer has all the customary and usual rights, power and functions of management.
- B. The Chapter recognizes the exclusive rights of the Employer to hire, transfer, promote, discipline and suspend employees for just cause and to establish reasonable work rules, make work assignments, determine schedules of work, methods, processes and procedures by which work is to be performed, place, methods, means and number of personnel needed to carry out the Employer's responsibilities and duties as well as the right to determine reasonable work, productivity, reasonable performance and evaluation standards.
- C. The Chapter recognizes that the Employer has the right to change existing or introduce new methods, equipment or facilities and the right to contract for goods and services.
- D. The Employer has the right to make, publish and enforce general orders, rules and regulations and the Employer has the right to reclassify existing positions based on assigned duties and responsibilities, or make changes in assigned duties and responsibilities. However, any such changes in existing positions will be discussed with the Chapter prior to implementation.
- E. The Employer has the right to enter into mutual aid and assistance agreements with other units of government.

F. The Employer has the right to establish standards to which force, including deadly force, can be used.

G. The Employer has the right to take any and all actions as may be necessary to carry out the duties and responsibilities of the employer in situations of civil emergency as may be declared by the employer. It is the sole discretion of the employer to determine that civil emergency conditions exist, which may include but not be limited to riots, civil disorders, tornado of the employer which call for immediate action whereas it may be required to assign employees as the Employer deems necessary to carry out its duties and responsibilities. Upon completion of the emergency assignment, the Officer shall be returned to his original assignment immediately.

**Section 2.2 Employer Obligation:**

The Chapter recognizes that this Agreement does not empower the Employer to do anything that it is prohibited from doing by law.

It is further understood that any actions taken in the areas of wages, hours, and terms and conditions of employment shall be done in accordance with the Illinois Public Labor Relations Act.

**Section 2.3 Chapter and Employer Meetings:**

**A. Department of Corrections:**  
For the purpose of conferring on and resolving matters of Chapter and Employer interest, within the Department of Corrections which are not appropriate for consideration under the grievance procedure, the Chapter and the Employer agree to meet monthly through their designated Representatives. The Chapter designated Representatives will be comprised of the Chapter Business Representatives the Chief Chapter Representative and seven (7) Department of Corrections Chapter Representatives. Either party may invite an additional employee to any labor/management meeting to address a specific issue. Such invited person shall only attend during the discussion of the issue for which he/she was invited.

**B. Department of Community Supervision and Intervention and Department of Cook County Sheriff's Boot Camp:**  
For the Department of Community Supervision and Intervention and the Department of Cook County Sheriff's Boot Camp, labor management meetings will be scheduled on an as need basis. Arrangements for such meetings shall be made reasonably in advance, at mutually agreed upon times and both parties will provide a written agenda. Matters taken up in the scheduled meetings will be confined to the agenda.

**C. Department of Community Supervision and Intervention and Department of Cook County Sheriff's Boot Camp:**  
For the Department of Community Supervision and Intervention and the Department of Cook County Sheriff's Boot Camp, labor management meetings will be scheduled on an as need basis. Arrangements for such meetings shall be made reasonably in advance, at mutually agreed upon times and both parties will provide a written agenda. Matters taken up in the scheduled meetings will be confined to the agenda.

The number of designated Representatives for each side will be mutually agreed upon.

### ARTICLE III Hours of Work and Overtime

#### Section 3.1 Purpose of Article:

The provisions of this Article are intended to define and establish regular work hours and to provide the basis for calculating overtime pay, and shall not be construed as a guarantee of hours of work per day or days per week or pay in lieu thereof, or as a limitation upon the maximum hours per day which may be required.

#### Section 3.2 Regular Work Periods:

##### I. DOC:

A. The work schedule for Correctional Officers working in the Department of Corrections shall consist of five consecutive days of work and two consecutive days off.

B. Generally, the work week for Correctional Officers working in the Department of Corrections will consist of the same eight (8) hour units within a seven-day period. The hours of work will generally be either one of the following schedules:

6:00 a.m.	-	2:00 p.m.
2:00 p.m.	-	10:00 p.m.
10:00 p.m.	-	6:00 p.m.

or

7:00 a.m.	-	3:00 p.m.
3:00 p.m.	-	11:00 p.m.
11:00 p.m.	-	7:00 a.m.

Transportation unit shifts will be either one of the following:

12:00 p.m.	-	8:00 p.m.
6:00 a.m.	-	2:00 p.m.

Based on identified needs, the Employer will decide the number of Corrections Officers for each shift and days off. Any changes of the above work schedules will be discussed with the Chapter prior to implementation.

No Officer shall be required to work more than two (2) consecutive shifts in a twenty-four (24) hour period, nor shall an employee be required to work different shifts (i.e., 8:00 a.m. to 4:00

p.m. one day, 4:00 p.m. to 12:00 midnight another day) within a seven (7) day period.

- C. Except as provided elsewhere in this Agreement, an Employee's normal work hours shall generally consist of eight (8) consecutive hours of work. Each eight (8) hour work day shall include and be interrupted by a one (1) hour paid lunch break. In the event an employee is ordered not to take all or any part of his lunch break, he shall be compensated at the overtime rate of time and one-half (1-1/2) for such work.

#### II. D.C.S.I. (Pre Release)

- A. The normal work week consists of forty (40) hours; eight (8) hours per day, five days per calendar week. The basic schedule of hours will be determined by the unit commanding officer and will generally conform to one of the following three watches:

First Watch: 2400 to 0800 hours or 2300-0700  
Second Watch: 0800 to 1600 hours or 0700-1500  
Third Watch: 1600 to 2400 hours or 1500-2300

Based on identified needs, the Employer will decide the number of Correctional Officers/Investigator Is (intensive supervision) for each shift and days off. Any changes in the above work schedules will be discussed with the Chapter prior to implementation. No officer shall be required to work more than two (2) consecutive shifts in a twenty-four (24) hour period, nor shall an employee be required to work different shifts (i.e., 8:00 to 4:00 p.m. one day, 4:00 to 12:00 midnight another day) within a seven (7) day period.

The Employer agrees that pre-release employees will have two consecutive days off.

#### III. Boot Camp:

- A. On or after February 1, 1997, Boot Camp will, where appropriate, institute a 6 and 2 work schedule. The employer agrees that an employee will have consecutive days off within a scheduled calendar week.
- B. The normal work week consists of forty (40) hours; eight (8) hours per day, five days per calendar week. The basic schedule of hours will be determined by the unit commanding officer and will generally conform to one of the following three watches:

First Watch: 0530 to 1330 hours  
Second Watch: 1330 to 2130 hours  
Third Watch: 2130 to 0530 hours

Based on identified needs, the Employer will decide the number of Officers for each shift and days off. Any changes in the above work schedules will be discussed with the Chapter prior to implementation.

No Officer shall be required to work more than two (2) consecutive shifts in a twenty-four (24) hour period, nor shall an employee be required to work different shifts (i.e., 8:00 a.m. to 4:00

No officer shall be required to work more than two (2) consecutive shifts in a twenty-four (24) hour period, nor shall an employee be required to work different shifts (i.e., 8:00 to 4:00 PM one day, 4:00 to 12:00 midnight another day) within a seven (7) day period.

#### **IV. D.C.S.I. (Electronic Monitoring)**

- A. The normal work week consists of forty (40) hours; with a five-two work schedule consisting of eight (8) hours each day per calendar week. The basic schedule of hours will be determined by the unit commanding officer and will generally conform to one of the following three watches:

First Watch: 12:00 a.m. to 8:00 a.m.  
Second Watch 8:00 a.m. to 4:00 P.M.  
Third Watch: 4:00 P.M. to 12:00 a.m.

Based on identified needs, the Employer will decide the number of employees for each shift and days off. Any changes in the above work schedules will be discussed with the Chapter prior to implementation.

No officer shall be required to work more than two (2) consecutive shifts in a twenty-four (24) hour period, nor shall an employee be required to work different shifts (i.e., 8:00 a.m. to 4:00 p.m. one day, 4:00 a.m. to 12:00 midnight another day) within a seven (7) day period.

The Employer agrees that Electronic Monitoring Employees will have two consecutive days off.

#### **V. WOMEN'S JUSTICE**

- A. The normal work week consists of forty (40) hours; with a maximum of five (5) consecutive eight (8) hour days per calendar week. The basic schedule of hours will be determined by the unit commanding officer and will generally conform to one of the following watches:

Second Watch: 7:00 a.m. to 3:00 p.m.  
Third Watch: 3:00 p.m. to 11:00 p.m.

Based on identified needs, the Employer will decide the number of employees for each shift and days off. Any changes in the above work schedules will be discussed with the Chapter prior to implementation.

No officer shall be required to work more than two (2) consecutive shifts in a twenty-four (24) hour period, nor shall an employee be required to work different shifts (i.e., 7:00 a.m. to 3:00 p.m. one day, 3:00 a.m. to 11:00 p.m. another day) within a seven (7) day period.

The Employer agrees that the Women's Justice employees will have two consecutive days off.

#### **Section 3.3 Overtime Policy and Procedures:**

Contingent upon the needs of the Employer, qualifying Officers will be afforded the opportunity to work extra hours/shifts at their regular rate of pay plus a premium.

Officers will be eligible to participate in this program and earn extra money if they meet the following requirement:

The employee must not have used any sick leave when that employee had no accrued sick leave on the books within the previous six month period.

#### **PROCEDURES AND PROVISIONS**

Where possible, the Employer will determine staffing levels for all shifts, for all locations and all Officers. The Employer will also determine minimum staffing levels for all locations which may be changed from time to time as institutional needs are evaluated and justified. Whenever a Unit falls below the established minimum level, additional staff will be added using the following procedure:

- A. Staff will be temporarily assigned from other locations. If it has been determined that a shortage will exist for more than a day, staff may be temporarily reassigned for up to 30 days. The temporarily assigned employees will be reassigned to the position from which he was transferred upon the completion of the temporary assignment. Temporary assignments will not be used to avoid job posting and bidding. The temporary assignment shall not exceed thirty (30) days without mutual agreement.

- B. When it is not possible to secure staff from other locations, overtime can be offered using seniority in the following manner:

1. Using Officers already at work and on duty in the Division/Units on a rotation basis based on seniority, except that in the herein named specialty units, if no officers voluntarily accept said overtime assignments then officers on duty in the specialty unit shall be assigned based on inverse seniority.
2. The next Officers to be chosen for overtime are those on duty in other Divisions/Units on a voluntary basis based on seniority.
3. Officers on duty in the division/unit based on inverse seniority.
4. Officers in other divisions/units based on inverse seniority.
5. Officers from the Division/Unit in need who are on an RDO.
6. Officers from the Division/Unit in need who are on an RDO from another shift.

7. Any other Officers who are ordered in and are in an off-duty status and in inverse seniority.

When it has been determined that there is a critical need for overtime, the Superintendent/Unit Supervisor will make the decision after Step (4). If all Officers on duty refuse overtime, the Superintendent/Unit Supervisor will choose Officers beginning with those with the least seniority.

#### Section 3.4 Overtime Compensation:

Overtime which has been duly authorized or approved shall be compensated as follows: All hours actually worked in excess of eighty (80) hours per biweekly pay period by an employee shall be compensated at the rate of one and one half (1-1/2) times the regular hourly-rate. For purposes of calculating overtime, all compensated hours shall be counted, except sick leave, during a fourteen (14) day period.

#### Section 3.5 Compensatory Time and/or Overtime:

Effective upon ratification and Board approval, if the Officer's option, time and one half (1 1/2) overtime may be accumulated as compensatory time due, calculated at overtime rate, in lieu of pay. All compensatory time due (earned from whatever source) shall be accumulated to a maximum of four hundred and eighty (480) hours. All hours earned in excess of four hundred and eighty (480) shall be paid in cash. Compensatory time off may be used in time blocks of one (1) hour or more, at a time mutually agreed to between the employee and his/her supervisor.

### **ARTICLE IV**

#### **Seniority**

#### Section 4.1 Definition of Seniority:

- A. For the purpose of this agreement, seniority shall be defined as commencing on the member's date of hire as a sworn law enforcement officer with the Cook County Sheriff's Department. Seniority earned within each department will be considered for the following within the department:

1. Job Posting and bidding for division/unit, shift and detail as defined under Article XIV.
2. Choice of vacation dates
3. Overtime assignments

In the event two or more Officers have the same seniority date, preference shall be given based on the lowest County employee number.

- B. County-Wide Seniority shall be defined as a combination of Department seniority plus any time which is credited under Section 1 below or COUNTY SERVICE IN ANOTHER DEPARTMENT OF COOK COUNTY.

1. Any employee of the County of Cook who has rendered continuous service to the City of

of Chicago, the Chicago Park District, the Forest Preserve District, the Water Reclamation District of Greater Chicago and/or Chicago Board of Education shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as employees of the County for vacation credit only. All discharges and resignations not followed by reinstatement within one (1) year shall interrupt continuous service, and shall result in the loss of all prior service credit.

Credit for such prior service shall be established by filing, in the Office of the Comptroller of Cook County, a certificate of such prior service from such former place or places of employment.

4.2 Loss of Seniority: An employee shall lose his/her seniority for the following reasons only:

- a. The employee resigns or quits,
  - b. The employee retires on regular service retirement,
  - c. The employee is discharged or permanently removed from the payroll and the separation is not reversed through the grievance procedure,
  - d. The employee does not return or renew at the expiration of a leave of absence,
  - e. The employee does not return to work when recalled from layoff.
3. Any new employee shall be considered a probationary employee for a period of twelve (12) months from the beginning of their employment during which time they shall have no seniority rights except for vacation purposes. A new employee may be summarily dismissed within said twelve (12) months from the date of employment at the sole discretion of the employer. If such employee is retained beyond the twelve (12) month probationary period from the beginning of his employment, he shall immediately thereafter be classified as a regular employee and his seniority shall commence as of the date of his original employment.

#### Section 4.2 Reduction in Work Force, Layoff and Recall:

Should the Employer determine that it is necessary to decrease the number of employees within a job classification, within a department, the employees to be laid off in that classification shall be removed from it in inverse order of department seniority. Where possible, surplus employees and the Chapter shall be given notice thereof at least two (2) weeks prior to the effective date. Employees so removed shall be able to exercise their seniority in any other department covered by this collective bargaining agreement provided said employee has the ability to perform the job and said employee meets all qualification standards required by the unit. Employees laid off as a result of this procedure shall be held by them at the time of the reduction in force.

**Section 4.3 Seniority List:**

As soon as possible, the Employer will furnish the Chapter a list showing the name, employee number, date within each such Department, current job assignment and star number of each employee. The Employer shall post a similar list. Within thirty (30) calendar days after the date of posting, an employee must notify the Employer of any error as it appears on that list or it will be considered correct and binding on the employee and the Chapter for the duration of that list. The Employer will furnish the Chapter monthly reports of any changes to such list, and shall furnish a revised list every ninety (90) days. A copy of each subsequent revised list will be available for inspection and review in the Security Office of each Division/Unit. After furnishing any such list, an employee must notify the Employer of any error within ten (10) calendar days thereafter, or the information so furnished will be considered correct and binding on the employee and the Chapter until a subsequent list is furnished by the Employer as provided herein.

**ARTICLE V**  
**Rates of Pay**

**Section 5.1 Job Classifications:**

All bargaining unit employees shall receive the biweekly salary provided for their respective grade and appropriate step upon completion of the required length of service in the classification.

The salary grades and steps applicable to this bargaining unit shall be increased as follows during the term of this agreement:

Effective the first full pay period after 06/01/02, lump sum bonus equal to 2% of wages from 12/01/01 to 05/31/02, plus 2.5% wage increase.

Effective the first full pay period after 12/01/02      2.0% general increase  
Effective the first full pay period after 06/01/03      1.0% general increase  
Effective the first full pay period after 12/01/03      3.0% general increase

**Section 5.2 Court Time:**  
If a Correctional Officer is required by the Department to appear in court during off-duty hours, such court time will be compensated at the rate of one and one-half (1 1/2) times the Officers regular hourly rate of pay so long as these hours are in excess of the Officers regularly scheduled work hours.

**ARTICLE VI**  
**Holidays**

**Section 6.1 Designation of Holidays:**

A. The following days are hereby declared holidays, except in emergency and for necessary operations, for all employees in the bargaining unit. It is understood that for those employees working on a 4-on, 2-off schedule, holidays are included in the scheduling and may or may not fall on the appointed day.

1. New Year's Day - January 1
2. Martin Luther King's Birthday - Third Monday in January
3. Lincoln's Birthday - February 12
4. Washington's Birthday - Third Monday in February
5. Casimir Pulaski's Birthday - First Monday in March
6. Memorial Day - Last Monday in May
7. Independence Day - July 4
8. Labor Day - First Monday in September
9. Columbus Day - Second Monday in October
10. Veteran's Day - November 11
11. Thanksgiving Day - Fourth Thursday in November
12. Christmas Day - December 25

It is the intent of the Board of Commissioners of Cook County that all salaried Cook County employees be granted twelve (12) holidays, or equivalent paid days off per year. Holidays will be celebrated on the day on which it actually occurs.

**B.** In addition to the above, any other day or part of a day shall be considered a holiday when so designated by the Board of Commissioners of Cook County.

**C.** Effective December 1, 1993, Employees who work on any one of the six (6) major holidays, i.e.,

New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day shall receive time and one half (1 1/2) for all hours worked, plus an additional day off with pay.

Employees who work on any one of the seven (7) minor holidays shall receive straight time pay for all hours worked plus an additional day off with pay.

**D.** In addition to the holidays listed, an employee shall be credited with one (1) floating holiday on December 1 of each year, which must be used by the employee between December 1 and November 30. The floating holiday may not be carried over into the next fiscal year by the employee except as provided below. The floating holiday will be scheduled in accordance with the procedures for vacation selection. Use of the floating holiday is restricted to a full day increment. Requests shall not be unreasonably denied. If the floating holiday is not used prior to end of the fiscal year (November 30<sup>th</sup>), the employee shall be compensated in cash (at the applicable rate) or compensatory time, in accordance with current practice provided that the employee has submitted at least three (3) requests for such floating holiday by September 1 and the employer failed to grant one of the three days requested.

If an employee is required to work on an approved floating holiday, the employee shall receive one and one-half times the employee's regular hourly rate for the hours actually worked plus, at the officer's discretion, either: 1) eight (8) hours pay, including shift premium, if applicable, at the same hourly rate or; 2) eight (8) hours compensatory time. The form of compensation (cash or compensatory time), and the usage of such time, shall be in accordance with current practice of the Employer in effect on the date of this Agreement.

**Section 6.2 Eligibility:**

To be eligible for holiday pay, an employee must satisfy each of the following requirements:

- A. The employee must have worked the regularly scheduled number of hours on the last scheduled day before and the first scheduled day after the holiday, unless said officer received authority to take those days off.
- B. The employee must have worked at least forty (40) hours during the pay period in which the holiday occurs unless the employee was on vacation or paid sick leave or other authorized paid time during such period.

**Section 6.3 Holidays in Vacations:**

If a holiday falls within an employee's scheduled vacation, such employee, if otherwise eligible, shall be granted an additional day of vacation.

### ARTICLE VII

#### Vacations

**Section 7.1 Vacation Leave:**

- A. All bargaining unit employees, who have completed one year of service with Cook County, including services mentioned in Article IV, Section 4.1, (B)1 shall be granted vacation leave with pay for periods as follows:

Anniversary of Employment	Days of Vacation	Maximum Accumulation
1st thru 6th	10 working days	20 working days
7th thru 14th	15 working days	30 working days
15 years and over	20 working days	40 working days

- B. Vacation accruals will be carried out in accordance with the bi-weekly payroll system. Employees must be in a pay status for a minimum of five days in a pay period to accrue time in that period.

**Vacation**

0.3847 days per pay period  $\times$  26 pay periods = 10.0022 days.  
 0.5770 days per pay period  $\times$  26 pay periods = 15.0000 days  
 0.7693 days per pay period  $\times$  26 pay periods = 20.0018 days

- C. Employees may use only such vacation leave as has been earned and accrued provided, however, that five (5) working days of the initial vacation allowance may be allowed after the first six (6) months of service. The Sheriff may establish the time when the vacation shall be taken. Employees shall be allowed to schedule their vacation periods in increments of five (5) days beginning on a Sunday and ending on a Saturday. Employees shall be allowed to schedule all unused vacation time as mutually agreed upon by the employer and the affected employee.

in increments of one (1) day or more and shall be scheduled pursuant to Section 9.7 contained herein.

- D. All discharges and resignations not followed by reinstatement within one (1) year shall interrupt continuous service, and shall result in the loss of all prior service credit. Credit for such prior service shall be established by filing, in the Office of the Comptroller of Cook County, a certificate of such prior service from such former place or places of employment.
- E. In the event an employee has not taken vacation leave as provided by reason of separation from service, the employee, or in the event of death, the employee's spouse or estate, shall be entitled to receive the employee's prevailing salary for such unused vacation periods.
- F. In computing years of service for vacation leave, employees shall be credited with regular working time plus the time of duty disability.
- G. Any Cook County employee who is a re-employed veteran shall be entitled to be credited with working time for each of the years absent due to Military or Naval service. The veteran's years of service for purposes of accrual of vacation time in the year of return to employment with Cook County, shall be the same as if employment had continued without interruption by Military Service.

- H. Holidays recognized by the Board of Commissioners of Cook County are not to be counted as part of a vacation.

**Section 7.2 Vacation:**

The Employer agrees to post vacation schedule request periods, and the choice of vacation scheduling shall be given on a department seniority basis as a bargaining unit member within each division/unit of the department.

The vacation period will begin December 1 and end on November 30. Each bargaining unit member desiring to select vacation time for this period, must select a minimum of forty (40) hours, five (5) working days. However, the bargaining unit member may at his/her option, use all or part of the maximum allotted vacation time earned for one (1) fiscal year. The employee who wishes to split his/her vacation may do so in two (2) choices. Once the vacation periods are selected by the bargaining unit members, he/she will within a reasonable time period receive a copy of the selections signed by both the member and the unit supervisor.

At least eight percent (8%) of the sworn personnel will be allowed off for vacation. Civilian personnel, training, suspensions, meetings, excused absences, etc., will not be used in this determining number of bargaining unit members that may be allowed off for vacation. (Personal time, holiday time, and time due are not a part of vacation, therefore at least an additional two percent (2%) will be allowed for such time.) A combined minimum of ten percent (10%) of the bargaining unit members will be allowed off for the use of vacation and compensatory time.

Bargaining unit members with additional vacation time will be allowed to select any available period(s) after the vacation list has been compiled and posted, or he/she may carry the additional time over to the next year, subject to Cook County limitations. Once a vacation is selected, the bargaining unit member must receive that vacation even if he/she has been transferred to another division/unit.

If a bargaining unit member is in danger of losing vacation time because he/she has accumulated more vacation than the County allows, the superintendent or unit supervisor shall notify the member of such danger and inform the member the week(s) available prior to losing his/her vacation time. However, vacations already selected cannot be switched, except upon written application with exceptional circumstances, the Employer will not unreasonably deny any such request.

## ARTICLE VIII Welfare Benefits

### Section 8.1 Hospitalization Insurance:

- A. The various hospitalization insurance plans which are in effect shall remain in effect for the duration of this Agreement (attached as Appendix C). An explanation booklet of the various health insurance plans shall be prepared and made available to the employees.
- B. Any employee who selects the PPO health insurance shall pay one and one-half per cent (1.5%) of their base salary per pay period for PPO health insurance. Effective 12/01/2000, employees who have elected to enroll in the County's HMO health benefits plan shall contribute in aggregate, by offset against wages, an amount equal to one-half percent ( $\frac{1}{2}\%$ ) of their base salary as a contribution towards premiums with a maximum contribution of \$8.00 per pay period. All rules and procedures governing the calculation and collection of such contributions shall be established by the County's Department of Risk Management, after consultation with the Chapter.

All employee contributions for Health Insurance shall be made on a pre-tax basis.

The County may institute or continue a cost containment program (such a second opinion on elective surgery, outpatient surgery, weekend admission prohibition, etc.) so long as the health insurance coverage remains the same. The Chapter will be notified before any proposed change in hospitalization benefits are implemented and shall have the right to bargain over the impact of such changes.

All new employees covered by this Agreement shall be required to enroll in the County HMO plan of their choosing, such enrollment to be effective from the date of hire through the expiration of the first full health plan year following such date of hire.

- C. Effective December 1, 1996, PPO prescription co-pay will be \$5.00 generic/\$10.00 brand name per prescription (\$5.00 if no generic is available).

Effective the date of the arbitration award, HMO prescription co-pay will be \$5.00 generic/\$10.00 brand name per prescription (\$5.00 if no generic is available). The Employer will provide a mail order prescription program. Mail order prescriptions (90 days) will be \$5.00 generic/\$10.00 brand name. There will also be a Office Visit co-payment of \$3.00.

- F. If, in the opinion of a physician designated and retained by the County, the health of an employee or immediate family, warrants prolonged absence from duty, the employee will be permitted to combine his/her vacation, sick leave and personal days, and any other compensatory time for such leave.

### Section 8.2 Sick Leave:

- A. Sick leave accruals will be carried out in accordance with the bi-weekly payroll system. Employees must be in a pay status for a minimum of 5 days in a pay period to accrue sick time in that period.

0.4616 days per pay Period x 26 pay periods = 12.0016 days.

Accrued sick leave will carry over if employees change offices or Departments within the County as long as there is no break in service longer than thirty (30) days.

- B. Sick leave may be accumulated to equal, but at no time to exceed, one hundred seventy-five (175) working days, at the rate of twelve (12) working days per year. Records of sick leave credit and use shall be maintained by the Personnel Department of Cook County Department of Corrections. Severance of employment terminates all rights for the compensation hereunder. Additional leave shall continue to accrue while an employee is using that already accumulated.

- C. Sick pay is not to be used by employees as vacations or simply to take time off with pay. The Chapter shall keep the Chapter informed of employees suspected of abusing sick pay and such abuse. Employees who continued to abuse sick pay will be subject to disciplinary action up to and including discharge.

- D. Sick leave may be used for illness, disability incidental to pregnancy, or non-job related injury to the employee; appointments with physicians, dentists, or other recognized practitioners; or for serious illness, disability, or injury in the immediate family of the employee. After five (5) consecutive working days or more of absence due to illness, employees shall submit to their department/unit head a doctor's certificate as proof of illness. Sick leave may be used as maternity or paternity leave by employees.

- E. An employee who has been off duty for five (5) consecutive working days or more for any health reason shall be required to undergo examination by the Employer's physician before returning to work.

- F. For health related absences of less than four (4) consecutive working days, a doctor's statement or proof of illness will not be required except in individual instances where the sheriff has sufficient reason to suspect that the individual did not have a valid health reason for the absence. If indicated by the nature of a health related absence, examination by a Facility physician may be required to make sure that the employee is physically fit for return to work.

- G. The employee may apply for disability under the rules and regulations established by the Retirement Board.

**Section 8.3. Disability Benefits:** Employees incurring any occupational illness or injury will be covered by Workers' Compensation insurance benefits. Employees injured or sustaining occupational disease on duty, who are off work as result thereof shall be paid Total Temporary Disability Benefits pursuant to the Workers' Compensation Act.

Duty Disability and ordinary disability benefits also will be paid to employees who are participants in the County Employee Pension Plan. Duty disability benefits are paid to the employee by the Retirement Board when the employee is disabled while performing work duties. Benefits amount to seventy-five percent (75%) of the employee's salary at the time of injury, and begin the day after the date the salary stops.

Ordinary disability occurs when a person becomes disabled due to any cause, other than injury on the job. An eligible employee who has applied for such disability compensation will be entitled to receive, on the thirty-first (31st) day following disability, fifty percent (50%) of salary, less an amount equal to the sum deducted for all annuity purposes. The first thirty (30) consecutive days of ordinary disability are compensated for only by the use of any accumulated sick pay and/or vacation pay credits unless the employee and the Employer otherwise agree. The employee will not be required to use sick time and/or vacation time for any day of duty disability... All of the provisions of this Section are subject to change in conjunction with changes in State laws.

**Section 8.4. Life Insurance:**

All employees shall be provided with life insurance in an amount equal to the employee's annual salary (rounded to the next \$1,000), at no cost to the employee, with the option to purchase additional insurance up to a maximum of the employee's annual salary. No life insurance shall be offered through the County's HMO plans.

**Section 8.5. Pension Plan:**  
Pension benefits for employees covered by this Agreement shall be as mandated under the Illinois Compiled Statutes.

**Section 8.6. Dental:**

All employees shall be eligible to participate, at no cost to them, in the dental plan that is set forth in Appendix C as revised by this agreement and specifically described in Appendix C. No dental coverage shall be offered through the County's HMO plans.

**Section 8.7. Maintenance of Benefits:**

All economic benefits which are not set forth in this Agreement and are currently in effect shall continue and remain in effect until such time as the Employer shall notify the Chapter of its intention to change them. Upon such notification, and if requested by the Chapter, the Employer shall meet and discuss such change before it is finally implemented. Any change made without such notice shall be considered temporary pending the completion of such discussion. The Chapter reserves the right to bargain over such changes, including the right to arbitrate any dispute over such changes.

**Section 8.8. Employee Assistance Program:**

The Employer has established an Employee Assistance Program (EAP) to function as a professional diagnostic and referral service for employees. This program is designed to deal comprehensively with any personal problems of employees which affect their physical or mental health and which may have a negative impact on their work productively. It is understood that EAP is not intended to be a substitute or alternative to disciplinary action, when such action is warranted.

**Section 8.9. Vision Plan:**

All employees shall be eligible to participate, at no cost to them, in the vision plan as set forth in Appendix C as revised by this Agreement and specifically described in Appendix C. No vision coverage shall be offered through the County's HMO plans.

**Section 8.10. Insurance Opt-Out:**

Effective 12/01/99, the Employer agrees to pay \$100.00/year to eligible employees who opt-out of the Employer's health benefit program. Prior to opting-out of such program, the employee must demonstrate to the Employer's satisfaction that he/she has alternative healthcare coverage. Any employee electing to opt-out of the Employer's health benefit program may request that in lieu of a payment to the employee, this amount be credited to a medical flexible spending account. Eligible employees who lose their alternative healthcare coverage may enroll in or be reinstated to the Employer's health benefit program.

**ARTICLE IX**  
**Additional Benefits**

**Section 9.1. Bereavement Leave:**

- A. Excused leave with pay will be granted, up to three (3) days, to an employee for the funeral of a member of the employee's immediate family or household. For purposes of this Section, an employee's immediate family includes parents, or such persons who have reared the employee, (either one or the other not both may be used), husband, wife, child (including step children and foster children), brothers, sisters, grandchildren, grandparents, spouse's parents.
- B. Leave requested to attend the funeral of someone other than a member of an employee's immediate family or household may be granted, but time so used shall be deducted from the accumulated vacation or personal leave of the employee making the request.
- C. All leaves requested must be in writing.

**Section 9.2. Maternity/Paternity Leave:**

Employees shall be granted maternity or paternity leaves of absence to cover periods of pregnancy and post partum child care. The length of such leave, in general, shall not exceed six (6) months, but may be renewed by the Sheriff/Designee.

**Section 9.3. Personal Days:**

All employees shall be permitted four (4) days off with pay each fiscal year. Employees may be permitted these four (4) days off with pay for personal leave for such occurrences as observance of a religious holiday or for other personal reasons. Such personal days shall not be used in increments of less than one-half ( $\frac{1}{2}$ ) day at a time. Scheduling of personal time shall be pursuant to Section 9.7 herein.

Employees entitled to receive such leave, who enter Cook County employment during the fiscal year, shall be given credit for such personal leave at the rate of (8) hours for each full fiscal quarter in status; except that two (2) personal days may be used for observance of religious holidays plus accrual, to be paid back in the succeeding two (2) fiscal quarters. No more than four (4) personal days may be used in a fiscal year.

Personal days may be used as additional vacation leave with the prior approval of the Sheriff/Designee. If the health of an employee warrants prolonged absence from duty, the employee will be permitted to combine personal days, sick leave, and vacation leave.

Personal days may be used consecutively with the approval of the Sheriff/Designee. Personal days shall be scheduled in advance to be consistent with operating necessities and the convenience of the employee, subject to Department Head approval.

Accruals shall be  $0.1539 \text{ days per pay period} \times 26 \text{ pay periods} = 4.0014 \text{ days}$

Severance of employment shall terminate all rights to accrued personal days.

**Section 9.4 Family Medical Leave Act:**

Employees shall be entitled to family medical leave in accordance with the Family Medical Leave Act.

**Section 9.5 Jury Duty:**

Approval will be granted for leave with pay for any jury duty imposed upon an employee. An employee will be granted compensation, however, exclusive of travel allowance received, must be turned over to the employer.

**Section 9.6 Americans with Disabilities Act:**

The parties acknowledge that the employers are bound by the provisions of the Americans with Disabilities Act.

**Section 9.7 Notice of Leave:**

Employees must give at least twenty-four (24) hours notice before utilizing any leave benefits, including but not limited to a vacation day, personal day, compensatory time day, floating holiday, or any other paid time off which was not previously scheduled. All requests for time off shall be granted, manpower allowing. Request for time off shall not be unreasonably denied by the Employer.

**ARTICLE X**  
**Leaves of Absence**

**Section 10.1 Regular Leave:**

Leaves of absence without pay for employees shall be granted in compliance with the Rules and Regulations of the Employer and the Cook County Sheriff's Merit Board.

- A. Leaves of absence without pay may be granted any member of the Department of Corrections or Investigator II (Intensive Supervision). The leave shall be from the position and rank he or she holds at the time the leave is granted and on termination of the leave, the officer shall

be returned to the same rank he or she held at the time the leave was granted provided a vacancy exists. Leaves of absences shall not be granted to any County Correctional Officer or Investigator II (Intensive Supervision) who has not completed his or her probationary period.

B. All leaves of absence, except for military service, shall be for one year or less, with the privilege of obtaining a new leave at the expiration of the first. Leaves of absence shall be granted by the Sheriff, with notification to the Board. An officer who fails to return to his position following the granted leave, or to request and be granted a new leave of absence on or before the expiration of this first leave, shall be deemed to have resigned.

C. Leaves of absence without pay may be granted for the following reasons and purposes:

1. Illness of an employee properly certified by a physician acceptable to the Sheriff and to submit to a physical examination by a physician of its choosing;
2. Active duty in the military or naval service of the United States;
3. Training in an institution of higher learning;
4. Other reasons acceptable to the Sheriff and the Board.

Absence from County service on leave without pay for periods in excess of thirty (30) calendar days, suspensions for more than 30 calendar days, time after layoffs for more than thirty (30) calendar days but less than one (1) year, all absences without leave shall be deducted in computing total continuous service and will effect a change in the anniversary date.

**Section 10.2 Seniority on Leave:**

An employee on an approved leave of absence shall retain seniority, but shall not accrue pension benefits during such period (except as may be otherwise provided in the County's Pension Plan).

**Section 10.3 Retention of Benefits:**

An employee will not earn sick pay or vacation credits while on an unpaid leave of absence. An employee on a leave of absence except for maternity or paternity leave will be required to pay the cost of the insurance benefits provided in Article VIII in order to keep these benefits in full force and effect during the period of leave. Arrangements for payments of such costs through normal deductions or otherwise must be made with the County's Payroll Office prior to departure on the leave. For the failure to make such arrangements, the Employer may cancel insurance benefits which will be reinstated upon the employee's return to work, subject to such waiting period and other rules and regulations as may be applicable to the insurance plan.

**Section 10.4 Chapter Leave:**

A. Leave of absence not to exceed one (1) year without pay, will be granted to an employee who is elected, delegated or appointed to participate in duly authorized business of the Chapter which requires absence from the job. Such leave may be extended by mutual agreement. Employees duly

elected as delegates of the Chapter will be allowed time off, without pay, to attend State and National conferences and conventions of the Chapter, no, to exceed ten (10) work days for all employees. Sick pay, vacation and insurance benefits will be provided as set forth in Section 3 of this Article, provided that it will not seriously effect the performance of the office.

#### **Section 10.5. Military Leave:**

Employees who enter the armed services of the United States shall be entitled to all the re-employment rights provided for in the Universal Military Service and Training Act of 1951, as amended.

An employee who has at least six (6) months or more of continuous actual service and is a member of the Illinois National Guard or any of the Reserve Components of the Armed Forces of the United States, shall be entitled to leave of absence with full pay for limited service in field training, cruises, and kindred recurring obligations. Such leave will normally be limited to eleven (11) working days in each year.

All Employees who attend monthly drills on the weekends that are not on their regular days off must work two of their regular days off before attending the drill. If the Employee does not work off days first, the Sheriff/Designee will allow the Employee to take vacation, camp, time, or personal days for the weekend. The Employee must notify the Sheriff/Designee in writing ("To/From") at least 10 working days before the scheduled drill date. If the Employee does not have any accrued vacation, camp, time or personal days, the Sheriff/Designee shall switch the Employee's days off for the affected drill weekend.

#### **Section 10.6. Veteran's Conventions:**

Any employee who is a delegate or alternate delegate to a National or State convention of a recognized veteran's organization may request a leave of absence for the purpose of attending said convention, providing, however, that any employee requesting a leave of absence with pay must meet the following conditions:

1. The employee must be a delegate or alternate delegate to the convention as established in the by-laws of the organization.
2. They must register with the credentials committee at the convention headquarters.
3. Their name must appear on the official delegate-alternate rolls that are filed at the State headquarters of their organization at the close of the convention.
4. They must have attended no other convention, with a leave of absence with pay, during the fiscal year.
5. The employee must produce, upon returning from the convention, a registration card signed by a proper official of the convention, indicating attendance.

#### **Section 10.7 Approval of Leaves:**

No request for a leave, as defined in Sections 1 and 4 of this Article, will be considered unless approved by the Sheriff/Designee. The Sheriff/Designee may withhold such approval, if, in his

judgment, such absence from duty at the particular time requested would interfere with the conduct of Employer business. Approval of leaves of absence will not be arbitrary or capriciously denied, providing that the reasons for the leaves are in conformance with the existing policies regarding leaves of absence.

### **ARTICLE XI Grievance Procedure**

#### **Section 11.1. Policy:**

The provisions of this Article supplement and modify the provisions of the Employer's Grievance Procedure applicable to all employees.

The purpose of this Article is to specify the method by which employees may present grievances and seek redress.

This policy shall apply to all bargaining unit employees under the jurisdiction of the Employer.

This policy shall apply to all bargaining unit employees without discrimination as to age, sex, marital status, race, creed, color, national origin, disability, political affiliation or political activity.

All employees shall have a right to file a grievance and shall be assured freedom from coercion, restraint, or reprisal.

The term "Employer" as read throughout this procedure refers to both the County and the Sheriff as "Joint Employers." It is recognized that because a joint employer relationship exists, certain grievances are appropriately answered by the elected official, and others by county administration, depending on the subject matter of the grievance.

The Employer is committed to fair employment practices and recognizes its responsibility to review and make reasonable effort to resolve employees' grievances.

An employee is encouraged first to discuss the problem with the immediate supervisor.

If the employee feels the problem has not been satisfactorily adjusted as a result of this discussion, the employee may advance review in accordance with this grievance procedure.

#### **Section 11.2. Definition:**

A grievance is a difference between an employee or the Chapter and the employer with respect to the interpretation or application of, or compliance with, the terms of this Agreement between the Employer and Chapter.

Matters which fall within the jurisdiction of the Merit Board cannot be challenged as a grievance. However, discipline of thirty (30) days or less may be grieved as outlined in Article XV, Section 15.4 and as may be further outlined in this Agreement.

#### **Section 11.3 Representation:**

Only the aggrieved employee(s) and/or Representatives of the Chapter may present grievances.

Employees may take up grievances through Steps One to Four either on their own and individually or with representation by the Chapter. If an employee takes up a grievance without Chapter representation, any resolution of the grievance shall be consistent with this Agreement and the Chapter representative shall have the right to be present at such resolution. A grievance relating to all or a substantial number of employees or to the Chapter's own interests or rights with the Employer may be initiated at Step Three per the Chief Union Representative only. Once a Grievance has been filed for discipline of 30 days or less, the Employer shall not impose such discipline until the completion of the 4th Step of the Grievance Procedure.

#### Section 11.4 Grievance Procedure Steps:

Grievances must be submitted on an approved Grievance Form. The steps and time limits shown as calendar days as provided in the Employer's Grievance Procedure are as follows:

<u>Step</u>	<u>Submission Time Limit This Step</u> (calendar days)	<u>To Whom Submitted</u>	<u>Time Limits Meeting</u> (calendar days)	<u>Response</u> (calendar days)
1	15 days	Superintendent/Designee (DCSI: Immediate Supervisor/ Designee)	7 days	10 days
2	5 days	Asst. Executive Director/ Designee (DCSI: Division Director/ Unit Chief/Designee)	10 days	15 days
3	5 days	Executive Director/ Designee	15 days	20 days
4	10 days	Sheriff/Designee or Director, 20 days Bureau of Human Resources/ Designee	30 days	—
5	30 days	Impartial Third Party	15 days	30 days
<b><u>Step One</u></b>				
1.	The employee obtains a Grievance Form from the Chapter Representative.			
2.	The employee writes the nature of the grievance, attaches a copy of the write-up, if disciplinary, and the resolution sought on the Grievance Form, signs it, returns it to the Representative who will present it to the Superintendent/Designee (DCSI: Immediate Supervisor/Designee). The employee, Representative, and Superintendent/Designee (DCSI: Immediate Supervisor/Designee) will each keep their appropriate copy.			
<b><u>Step Two</u></b>				
1.	On the Grievance Form, the employee checks that the answer is not satisfactory, writes the date referred to Step 2, signs the form, attaches a copy of the write up, if disciplinary, together with the Step 1 answer, and returns it to the Representative. The Representative presents the grievance to the Assistant Director/Designee (DCSI Division Director/Unit Chief/Designee).			
2.	Within ten (10) calendar days after receipt, the Assistant Director/Designee (DCSI Division Director/Unit Chief/Designee) shall meet with the employee to discuss the grievance.			
3.	Within fifteen (15) calendar days after the meeting specified in (2) above, Assistant Director/Designee (DCSI Division Director/Unit Chief/Designee) writes the final answer on the Grievance Form and transmits the answer to the employee.			
4.	If the answer is satisfactory or if the employee fails to advance the grievance within five (5) calendar days after the Step 2 answer is due, the grievance procedure is concluded.			
<b><u>Step Three</u></b>				
1.	Within five (5) calendar days after receipt of the Step 2 answer, the employee states that the answer given at Step 2 is unsatisfactory, including specific reasons as to why the answer given at Step 2 is unsatisfactory, writes the date referred to Step 3, signs the form, attaches a copy of the write-up, if disciplinary, together with copies of the Step 1 and Step 2 answers, and returns it to the Chief Representative. The Chief Representative presents the grievance to the Executive Director/Designee.			
2.	Within fifteen (15) calendar days of receipt of the letter, the Executive Director/Designee will hear an appeal and submit a written decision to the employee within twenty (20) calendar days.			
3.	If the answer is satisfactory or if the Chapter/Employee fails to advance the grievance within ten (10) calendar days after the Step 3 answer is due, the grievance procedure is concluded.			

**Step Four**

1. Within ten (10) calendar days after receipt of the Step 3 answer, the Employee states that the answer given at Step 3 is unsatisfactory, including specific reasons as to why the answer given at Step 3 is unsatisfactory, writes the date referred to Step 4, signs the form, attaches a copy of the write-up, if disciplinary together with copies of the Step 1 and Step 2 and Step 3 answers and returns it to the Chief Representative. If the Chapter concurs the business representative will advance the Grievance to the Sheriff/Designee.
2. Within twenty (20) calendar days of receipt of the letter, the Sheriff/Designee will hear an appeal and submit a written decision to the employee within thirty (30) calendar days.

**Step Five - Impartial Arbitration**

If the Chapter is not satisfied with the Step 4 answer, it shall within thirty (30) calendar days after receipt of the Step 4 answer submit in writing to the Employer notice that the grievance is to enter impartial arbitration. If the two parties fail to reach agreement on an Arbitrator within ten (10) calendar days, the Employer and Chapter may request the Local Labor Relations Board, the Federal Mediation and Conciliation Service or the American Arbitration Association to provide a panel of arbitrators. The parties agree to utilize the Local Labor Relations Board and Federal Mediation and Conciliation Service before resorting to the American Arbitration Association. Each of the two parties will confer within 7 days of receipt of the panel to alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the Arbitrator. The Chapter and the Employer will make arrangements with the Arbitrator to hear and decide the grievance without unreasonable delay. The decision of the Arbitrator shall be binding. Expenses for the Arbitrator's services and the expenses which are common to both parties to the arbitration shall be borne equally by the County and the Chapter. Each party to an arbitration proceeding shall be responsible for compensating its own Representatives and witnesses.

The Arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. The issue or issues to be decided will be limited to those presented to the Arbitrator in writing by the Employer and the Chapter. His/her decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

**Section 11.5 Time Limits:**

The initial time limit for presenting a grievance shall be fifteen (15) days. Time limits may be extended by mutual agreement in writing between the employee and/or the Chapter and the Employer.

**Section 11.6 Representatives:**

- A. The Chapter will advise the Employer in writing of the names of the Representative and alternates and shall notify the Employer promptly of any changes. Upon obtaining approval from their supervisor before leaving their work assignment or area, Stewards will be

permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours without loss of pay, provided that the operations of the Employer are not adversely affected. In all cases the primary mission of the Employer and proper manpower considerations shall be controlling. It is mutually recognized that the principle of proportional representation is a sound and sensible basis for determining the number of Representatives.

- B. The following Divisions/Units/Shifts shall be represented by the below listed shift Representatives:

Division I	(one Representative for each shift)
Division II	(one Representative for each shift)
Division IV	(one Representative for each shift)
Division V	(one Representative for each shift)
Division VI	(one Representative for each shift)
Division VII	(one Representative for each shift)
Division VIII	(one Representative for each shift)
Division IX	(one Representative for each shift)
Division X	(one Representative for each shift)
Division XI	(one Representative for each shift)
Receiving	(one Representative for each shift)
Transportation	(one Representative for each shift)
Chief Security	(one Representative for each shift)
Hospital	(one Representative for each shift)
Administration	(one Representative for each shift)
Boot Camp	(one Representative for each shift)
DCSU/Pre-Release	(one Representative for each shift)
EM - Investigator II	(one Representative for each shift)
Sheriff's Furlough	(one Representative)
SORT	(one Representative)

The above listed divisions/units/shifts shall also be represented by Chapter Field Representatives who will act in the absence of the Shift Representative.

- C. The Employer recognizes that the Metropolitan Alliance of Police shall be granted a total of one grievances in conjunction with the unit Representatives. Said Chief Representative will have the time necessary to act in this manner without loss of pay or benefits.
- (1) Chief Union Representative to service the members of the bargaining unit and handle grievances in conjunction with the unit Representatives. Said Chief Representative will have the time necessary to act in this manner without loss of pay or benefits.

It is further mutually agreed that the Chapter will, within two (2) weeks of the date of the signing of this Agreement, serve upon the Employer a written notice listing the Chapter's authorized Union Representatives employed by the Employer who are to deal with the Employer on behalf of the Chapter. The Chapter shall not be liable for any activities unless so authorized. The Chapter shall notify the Employer of any changes of these Representatives during the term of this Agreement.

**Section 11.7 Chapter Representatives:**

Duly authorized business Representatives of the Chapter will be permitted at reasonable times to enter the appropriate Employer facility for purposes of handling grievances or observing conditions under which employees are working. These business Representatives will be identified to the Sheriff/Designee in a manner suitable to the Employer and on each occasion will first secure the approval of the Sheriff/Designee to enter and conduct their business so as not to interfere with the operation of the Employer. The Chapter will not abuse this privilege, and such right of entry shall at all times be subject to general Sheriff department rules applicable to non-employees.

**ARTICLE XII**  
**Continuity of Operation**

**Section 12.1 No Strike:**

The Chapter will not cause or permit its members to cause, and will not sanction in any way, any work stoppage, strike, picketing or slowdown of any kind or for any reason, or the honoring of any picket line or other curtailment, restriction or interference with any of the Employer's functions or operations; and no employee will participate in any such activities during the term of this Agreement or any extension thereof.

**Section 12.2 Chapter Responsibility:**

Should any activity prescribed in Section 1 of this Article occur, which the Chapter has or has not sanctioned, the Chapter shall immediately:

- (a) publicly disavow such action by the employees or other persons involved;
- (b) advise the Employer in writing that such action has not been caused or sanctioned by the Chapter;
- (c) notify the employees stating that it disapproves of such action instructing all employees to cease such action and return to work immediately;
- (d) take such other steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the Employer to accomplish this end.

**Section 12.3 Discharge of Violators:**

The Employer shall have the right to discharge or otherwise discipline any or all employees who violate any of the provisions of this Article. In such event, the employee or employees, or the Chapter in their behalf, shall have no recourse to the grievance procedure, except for the sole purpose of determining whether an employee or employees participated in the action prohibited by this Article. If it is determined that an employee did so participate, the disciplinary action taken by the Employer may not be disturbed.

**Section 12.4 No Lock-Out:**

The Employer agrees that it will not lock out its employees during the term of this Agreement or any extension thereof.

**ARTICLE XIII**  
**Miscellaneous**

**Section 13.1. No Discrimination:**

The Employer and the Chapter agree that neither shall discriminate in employment by reason of race, color, religion, national origin, political belief or activity, age, sex, marital status, disability, ancestry, sexual orientation, marital/parenatal/military discharge status, source of income or housing, or activity on behalf of the Chapter.

It is the policy of the Employer that applicants for employment and promotion are recruited, selected, and hired on the basis of individual merit and ability with respect to positions being filled and potential for promotions or transfer which may be expected to develop.

**Section 13.2 Safety and Working Conditions:**  
It is agreed that the employer is subject to applicable statutory responsibilities in the area of Health and Safety.

**Section 13.3 Bulletin Boards:**

The Employer will make bulletin boards available for the use of the Chapter in non-public locations. The Chapter will be permitted to have posted on these bulletin boards notices of a non-controversial nature, but only after submitting them to the Sheriff/Designee for approval and posting. There shall be no distribution or posting by employees of advertising or political material, notices or other kinds of literature on the Employer's property other than herein provided.

**Section 13.4 Partial Invalidity:**

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any Federal or State law or local ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof. The parties agree to meet, negotiate and replace those provisions declared invalid.

**Section 13.5 Sub-Contracting:**

It is the general policy of the Employer to continue to utilize its employees to perform work they are qualified to perform. The Employer may, however, subcontract where circumstances warrant. The Employer will advise the Chapter at least 3 months in advance when such changes are contemplated and will discuss such contemplated changes with the Chapter, pursuant to the Illinois Public Labor Relations Act of 1984. The Employer will work with the Chapter in making every reasonable effort to place adversely affected employees into other bargaining unit positions.

The Chapter recognizes that the County has statutory and charter rights and obligations in contracting for matters relating to County operations. The rights of contracting or subcontracting are vested in

**Section 12.5. Reservation of Rights:**

In the event of any violation of this Article by the Chapter or the Employer, the offended party may pursue any legal or equitable remedy otherwise available, and it will not be a condition precedent to the pursuit of any judicial remedy that a lay grievance procedure provided in this Agreement be first exhausted.

the County. In cases of contracting or subcontracting resulting in layoff of employees covered by this Agreement, the County will hold advance discussions with the Chapter prior to letting the contract and will advise the Chapter of the nature, scope and work to be performed by the subcontracting. The Chapter will have the opportunity to submit proposals during these meetings for the purpose of decreasing the effects of any subcontracting on members of the bargaining unit. It is understood by the parties that the right to contract or subcontract shall not be used for the purpose or intention of undermining the Chapter.

#### Section 13.6 Tuition Reimbursement:

- A. The employer recognizes the benefits of a well-educated work force and therefore encourages employees to continue their education and acquisition of new skills through any state accredited college or university.

1. The employee's selected major or minor discipline can be related to his/her present job or a prospective departmental position.

2. The employee completes the course with a minimum passing grade of "C".

3. The employee notifies and completes the request for reimbursement procedure within 30 days prior to the commencement of the course, employees shall notify the Employer within thirty (30) days of the successful completion of said course in order to qualify for this benefit. Applications for reimbursement are available by contacting the Cook County Department of Human Resources - Training Division.

- B. All County of departmentally sponsored courses and training programs will be afforded to all employees fairly and without restrictions. Notice of these courses or programs will be posted on all bulletin boards where notices to employees are normally posted. These postings will be for a period of five (5) working days during the period when each course or program is open for application.

- C. The allocation shall be \$20,000 per fiscal year. It is understood that the education reimbursement fund allocations are designed to refund educational expenses to employees and not supplement the existing training budget or plans. Reimbursements shall not exceed \$500 per employee per fiscal year on a first come basis.

- D. Tuition fund allocations shall be used for the sole purpose of uses defined under this article. If funds fall in danger of depletion/exhaustion, employee departmental seniority (in addition to A-1, 2, & 3) will be the primary factor of consideration for remaining disbursement of funds.

- E. The Employee will receive reimbursement within 60 days of approval and verification of courses taken, grades received and expenses incurred.

- F. Effective FY 2000, in the event the \$20,000 is exhausted, employees will be eligible to participate in the County-wide Tuition Program.

#### Section 13.7 Personnel Files:

Upon written request to the Department Personnel Office, an employee may inspect on a reasonable basis, his/her personnel file at any time mutually acceptable to the employee and employer. Copies of materials in an employee's personnel file shall be provided to the employee upon request. It is understood that only one official file shall exist for each employee.

- A. Number, Type, and Content - Only one (1) Personnel file will be maintained at the Employee's respective department for each employee. The County shall have the right to maintain a personnel file at their central office. No other files, records or notations shall be kept by the employer or any of its Representatives except as may be prepared or used by the employer or its counsel in the course of preparation for any pending case, such as a Merit Board matter or grievance.

- B. Division Files - All Personnel files shall be maintained in the Personnel office only. Divisions or units shall maintain attendance records and those files necessary for the efficient operation of that Division or unit. All files pertaining to any disciplinary action shall be maintained in the Personnel office, Executive Director's office, or Investigative section. Superintendents or unit supervisors may maintain disciplinary write-up action taken, for a period of twelve (12) months. After twelve (12) months, with no disciplinary write-ups all material will be removed.

- C. Employee Review - Employees and/or their authorized Chapter Representative, if authorized by the employee, shall have the right, at reasonable intervals, upon request, to review the contents of their personnel file or Division/Unit files. Such review may be during working hours, with no loss of pay for time spent and the employee may be accompanied by a Chapter representative if he/she so wishes. Reasonable requests to copy documents in the files shall be honored and shall be provided to the employee writing a reasonable period time.

- D. Employee Notification - A copy of any disciplinary action or material related to employee performance which is placed in the Personnel file shall be served upon the employee (the employee so noting receipt) or sent by certified mail (return receipt requested) to his/her last address appearing on the records of the employer. It is the obligation of each employee to provide the employer with his/her current address.

#### Section 13.8 Indemnification:

##### A. Employee Responsibility

The Employer shall be responsible for, hold officers harmless from and pay for damages or money which may be adjudged, assessed, or otherwise levied against any officer covered by this Agreement, subject to the conditions set forth in Section D.

##### B. Legal Representation

Officers shall have legal representation by the Employer in any civil cause of action brought against an officer resulting from or arising out of the performance or execution of his/her duties and within the scope of his/her employment, or in the furtherance of the business of the Employer. Civil causes of action which arise from acts committed by the Officer solely for his/her own benefit and which are not ordered, authorized, directed or sanctioned by the Employer shall not, for purposes of this document, be considered, within the scope of the

Officer's employment, nor pursuant to the performance of his/her duties.

C.

Cooperation

Officers shall be required to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising under this Section.

D.

Applicability

The Employer will provide the protections set forth in Sections A and B above so long as the officer is acting within the scope of his employment and where the officer cooperates, as defined in Section C with the County of Cook in defense of the action or actions or claims.

Section 13.9. Cook County Sheriff's Merit Board:

It is understood that employees are subject to the Rules and Regulations of the Cook County Sheriff's Merit Board.

Section 13.10. Credit Union:

The Employer agrees to deduct from the wages of employees who so authorize and remit payments to either the Members Advantage Credit Union (sponsored by Metropolitan Alliance of Police) or PaySaver Credit Union, offered by the County. These funds will be remitted on the same day as the employee's pay day.

Section 13.11. General Orders:

Notwithstanding any other provision of this Agreement, the Chapter must be notified in advance of any contemplated change in the general orders directly affecting Correctional Officers.

Upon hire, the Employer shall provide each Correctional Officer covered by this Agreement with an up-to-date copy of all general orders, which shall be in a 3-ring binder. Upon issuance of any newly published General Order(s) or addenda, each Correctional Officer covered by this agreement will be tendered a copy of such Order(s) and/or addenda. Each Correctional Officer shall sign for his/her copy upon receipt of these general orders and/or addenda. A current copy of all General Orders will be kept by each Superintendent/Unit Supervisor in each Division/Unit for reference by the Officers.

Section 13.12. Uniforms:

The parties have agreed that the uniform allowance will be as follows during the term of this agreement:

FY 1999 - \$ 650/yr.
FY 2000 - \$ 650/yr.
FY 2001 - \$ 650/yr.

Section 13.13. Travel Reimbursement:

Employees required to use personally owned automobiles in the course of their employment shall be reimbursed in accordance with the Cook County Travel Expense Reimbursement Policy. Such rate shall be adjusted upward, as necessary, to ensure that employees are paid the maximum allowable by the Internal Revenue Service as approved by County policy, currently .325 per mile.

Section 13.14. Chapter Communication with Employees:

A Representative of the bargaining unit will be allowed to address newly hired employees during the initial probationary period advising them of their Chapter rights and benefits and to solicit their membership in the Chapter under the terms of the Agreement. Material covering benefits, wage schedules and copies of the contract may be distributed to all probationary employees during this period.

Section 13.15. Secondary Employment:

It is understood that employment with the Cook County Sheriff is the Employee's primary job. In all instances the employee will operate within the guidelines of the Department General Order, where the employee is assigned, regarding secondary employment. Employees working in the capacity of law enforcement officer, security guard or investigator shall furnish proof of the employment with permission shall be allowed to work unlimited hours as long as these hours do not affect the employee's ability to perform his assignments with the employer. Once allowed, secondary employment shall not be terminated except for just cause.

Section 13.16. Duty Related Injury:

In the event a Correctional Officer is injured on a duty and is unable to perform his/her duties, the Correctional Officer may be placed on duty related injury leave until such time as the Correctional Officer is deemed fit to return to duty. During the time the officer is on a duty related injury leave he/she shall retain all seniority and benefits, to include, but not limited to, their credentials and badge; however, the Sheriff retains the right to recall credentials for just cause, and officers shall surrender their credentials and badge if they are absent from work for more than 180 days (six months).

Section 13.17. Residency Requirements:

The Parties agree that they will both agree to abide by the outcome of the litigation currently pending before the Illinois Public Labor Relations Board.

Section 13.18 Creation of New Units:

The Employer agrees that when a new unit is sought to be created the Union will be given in advance notice of at least thirty (30) days and will be given an opportunity to discuss the Unit.

**ARTICLE XIV**  
**Job Posting and Transfers**

Section 14.1 Vacancy:

A recognized vacancy for the purpose of this Article exists when an employee is transferred, resigns, retires, dies, is discharged, when there are new facilities/units created, or when the Employer increases the number of authorized employees in a facility/unit, except for details for not more than 60 days. The Employer shall determine at any time before said vacancy is filled whether or not a recognized vacancy shall be filled. Further, there is no recognized vacancy created as a result of emergencies, or when an employee is removed for disciplinary reason for up to 30 days. When an employee is suspended and removed for disciplinary reasons for more than 30 days, a recognized vacancy is created. A successful bidder may not bid for another recognized vacancy for one (1) year

or until the next Department/Division-wide bid whichever occurs first).

#### **Section 14.2 Division/Units Open to Posting and Bidding Process:**

The Employer is required to post a recognized vacancy (including shift and detail) in a division/unit not a specific assignment within the division/unit. The Employer has the exclusive right to permanently or temporarily assign any employee within the same division/unit.

#### **Section 14.3 Posting of Vacancies and Bidding**

##### **I. DOC:**

In order to bid for any vacancy, an officer must be on active and paid duty status. No officer shall be allowed to bid who is on duty injury, disability, maternity leave, leave of absence, or suspensions of 30 days or more.

##### **A. Department-Wide Bidding:**

1. At least thirty days prior to the initial annual Department-wide bid, the employer shall provide to the Chapter a list of all eligible bid positions in each unit and division which clearly sets forth all shifts and details which will be available for bid.
2. Periodically, but no more frequently than annually, the Executive Director of the Department of Corrections (hereafter referred to as Executive Director) will institute a Department-wide bid which will allow staff, based on seniority, to bid for their Division or Unit, shift and detail. The Department-wide bid will be open to all eligible staff members (as identified above) regardless of when they were last awarded a bid. Staff members can bid for their division or Unit, shift and detail and the bid will be awarded to the bidder with the most seniority.
3. The Executive Director will establish the number of staff assigned to each shift and detail in each division or Unit. There will be seven (7) details:

1. Monday through Friday with Saturday and Sunday off days.
2. Tuesday through Saturday with Sunday and Monday off days.
3. Wednesday through Sunday with Monday and Tuesday off days.
4. Thursday through Monday with Tuesday and Wednesday off days.
5. Friday through Tuesday with Wednesday and Thursday off days.
6. Saturday through Wednesday with Thursday and Friday off days.
7. Sunday through Thursday with Friday and Saturday off days.
4. Based upon a verified seniority list, each officer will be allowed to select the Division or Unit, shift and detail they prefer. This process would allow groups of 100 officers to review all available assignments and make their selection. Once an employee makes a selection, that selection will no longer be an option for other employees. This process would continue over a designated period of time until all staff members have made their selection.
5. This choice process would allow one (1) officer at a time, based on seniority, to select

his/her assignment from the identified assignments. This process avoids duplication by allowing only one (1) assignment per officer. This process is designed to ensure that officers with the most seniority have the most assignments to select from and an officer with the least seniority has the least assignments to select from.

6. After implementation of these selections, the staff members would remain in their respective assignments for one (1) year or until the next Department-wide bid or until the next Divisional bid if sooner.
7. In the event there are no bidders, or no bidders with the ability to do the job, the Employer may fill a recognized vacancy at his discretion with the least senior employee with the ability to do the job or with any consenting employee.

##### **B. Divisional/Unit Bids:**

When a vacancy occurs in between Departmental/Unit-wide bids, the vacancy will be filled by the following method:

1. All vacancies will be identified by Division or Unit, shift and detail.
2. The vacancy will be posted within the Division or Unit which has the vacancy. The vacancies shall be posted on bulletin boards in areas accessible to all staff members within the division/unit which has the vacancy for a minimum of ten (10) days.
3. Only staff assigned to the Division or Unit with the vacancy will be allowed to bid on the vacancy.
4. In order to be considered for the job vacancy, the interested eligible employees must submit their bids in writing to the Executive Director's Office within the then (10) day posting period.
5. All vacancies will be filled by the most senior eligible employee who bids thereon, provided said employee has the ability to perform the job and said employee meets all qualifications standards required by the unit.
6. The successful bidder must remain on the chosen assignment for one (1) year or for a minimum of thirty (30) days or until the next Departmental/Divisional wide bid whichever occurs first.
7. If a vacancy receives no successful bidders from within the Division or Unit, the bid must remain unfilled or the Executive Director may solicit bids from other Divisions.
8. If bids are solicited from other Divisions and there are no successful bidders, the Executive Director may fill the vacancy with a probationary employee until the next Department-wide bid or until the next Divisional bid.
9. If bids are solicited from other Divisions and a successful bidder is chosen, the staff member shall remain in that assignment for at least thirty (30) days or until the next

Departmental wide or Divisional bid, whichever occurs first.

10. The Employer shall review all vacancies and positions occupied by probationary employees each March, June, September and December. These positions shall be filed according to sections one (1) through nine (9) above or by a Departmental-wide bid.

C. Special Assignments:

1. The Executive Director of each department must identify to the Chapter those units or positions which require special or specific licenses, education, skills, knowledge criteria and/or training in order to be assigned to those positions. Currently there are several Special Assignment units in the Department of Corrections, including, SORT, Division VIII, Witness Protection and Transportation. Also in the Department of Women's Justice, Department of the Sheriff's Impact Incarceration, commonly known as Boot Camp, and the Department of Community Supervision Intervention (DCSI). These positions will be identified as "Special Assignments". Special Assignments vacancies shall be filled in the following manner:
  2. The respective Executive Director will establish the number of staff assigned to each shift and detail of the Special Assignment unit.
  3. Staff assigned to Special Assignment positions will have the right to remain in their respective Special Assignments. Any staff that is reassigned due to pending disciplinary action, if found at no fault, will be transferred back to their original bid position in that Special Assignment.
  4. Any special Assignment that has multiple shifts and/or details, staff members working that Special Assignment will, based on seniority, choose/bid their shift and/or detail on an annual basis.
  5. Any staff member working in a Special Assignment may elect to vacate the Special Assignment and participate in the Departmental wide bid.
  6. Any vacancies within a Special Assignment will be filled first by staff assigned to the particular Special Assignment, based upon seniority. Once the position has been filed from within, the initial position or vacancy created by the filing of the initial position will then remain unfilled at the respective Executive Director's discretion or then will be offered to all staff that can satisfy the special and specific requirement, based upon seniority. Then the position may either remain unfilled or the Executive Director may solicit bids from all staff who can satisfy the special or specific requirement.

All officers currently assigned to E.M. or Boot Camp will have their seniority status revised and shall be converted to give them all of their Department-wide seniority, i.e. they will be allowed to bid their vacation, shift and detail in the current order allowed utilizing their seniority date from the date of hire as a sworn law enforcement officer with the County Sheriff's Department.

**II. Boot Camp:**

In order to bid for any vacancy, bargaining unit members must be on active duty status. No

bargaining unit member shall be allowed to bid who is on duty injury, disability, maternity leave, leave of absence, or suspension of 30 days or more.

Whenever a recognized vacancy occurs within the divisions/units in Section 2 above, the vacancy will be posted and filed in the following manner:

- A. All vacancies shall be posted for a minimum of seven (7) working or calendar days in all locations, and in plain view.
  - B. In order to be considered for the job vacancy, the interested employees must submit their bids in writing to the Executive Director's Office within the seven (7) day posting period.
  - C. All vacancies will first be filled by the seniority with the bargaining unit member who bids thereon, provided said employee has the ability to perform the job and said employee meets all qualification standards required by the unit. Officers bidding into the Boot Camp must meet the following criteria:
    1. Not have been suspended for more than five (5) days during the previous twelve (12) month period;
    2. Possess a valid Illinois Driver's License;
    3. Submit to a formal interview;
    4. Successfully complete a mandatory drug test and background investigation;
    5. Successfully complete physical fitness testing and evaluation;
    6. Successfully complete and receive a graduation diploma from the U.S. Army Military Police School's Rehabilitation Training Instructors Course.
- Department-Wide Bidding:
1. At least thirty days prior to the initial annual Boot Camp-wide bid, the employer shall provide to the Chapter a list of all eligible bid positions in each unit and division which clearly sets forth all shifts and groups which will be available for bid.
  2. Periodically, but no more frequently than annually, the Director of Boot Camp (hereafter referred to as Director) will institute a Boot Camp-wide bid which will allow staff, based on seniority, to bid for shifts and groups. The Boot Camp-wide bid will be open to all eligible staff members regardless of when they were last awarded a bid. Staff members can bid for their shift and group and the bid will be awarded to the bidder with the most seniority.
3. The Director will establish the number of staff assigned to each shift. There will be

- seven groups.
4. Based upon a verified seniority list, each officer will be allowed to select the shift and group they prefer. This process would allow officers to review all available assignments and make their selection. Once an employee makes a selection, that selection will no longer be an option for other employees. This process would continue over a designated period of time until all staff members have made their selection.

5. This choice process would allow one (1) officer at a time, based on seniority to select his/her shift and group from the identified shifts and groups available.

This process avoids duplication by allowing only one (1) shift and group per officer. This process is designed to ensure that officers with the most seniority have the most shifts and groups to select from and an officer with the least seniority has the least shifts and groups to select from.

6. After implementation of these selections, the staff members would remain in their respective assignments for one (1) year or until the next Boot Camp-wide bid or until the next Quarterly bid (described below) if sooner.

7. In the event there are no bidders, or no bidders with the ability to do the job, the employer may fill a recognized vacancy at his discretion with the least senior employee with the ability to do the job or with any consenting employee.

8. No more frequently than quarterly, the Boot Camp shall conduct interim postings and bids for any vacancies created during the previous quarters. Such quarterly bid shall be conducted in the same/manner as described above.

### III. D.C.S.I. (EM) Electronic Monitoring /Pre-Release:

#### D.C.S.I., E.M., PRE-RELEASE JOB BIDDING AND POSTING

In order to bid for any vacancy a bargaining unit member must be on active duty status. No bargaining unit member shall be allowed to bid who is on duty injury, disability, maternity leave, leave of absence, or suspensions of 30 days or more.

Whenever a recognized vacancy occurs within the DCSI, the vacancy will be posted in the following manner:

- In EM, Management agrees to post all vacancies within E.M., shift and detail only, not a specific assignment, as follows:
- All vacancies shall be posted for a minimum of seven (7) working or calendar days in all locations and in plain view.

- In order to be considered for the job vacancy, the interested employees must submit their bids in writing to the D.C.S.I. Executive Director's Office within the seven (7) day posting period.

- C. All vacancies will first be filled by the most senior bargaining unit member who bids thereon, provided said officer has the ability to perform the job and said officer meets all qualification standards required by the unit. Officers bidding into the Electronic Monitoring Unit and Pre-Release must meet the following criteria:
- Not have been suspended for more than five (5) days during the previous twelve (12) month period;
  - Possess a valid Illinois driver's license;
  - Submit to a formal interview;
  - Successfully complete a mandatory drug test and background investigation;
  - Successfully complete physical fitness testing and evaluation.
  - Electronic Monitoring Unit candidates must have successfully completed a firearms qualification within the previous twelve (12) months.
  - In the event there are no bidders, or no bidders with the ability to do the job, the Employer may fill a recognized vacancy at his discretion with the least senior employee with the ability to do the job or with any consenting employee.
  - It is recognized that the Employer shall fill a vacancy with the successful bidder as soon as possible taking into account staffing needs.

### IV. S.O.R.T.

In order to bid for any vacancy, a bargaining unit member must be on active duty status. No bargaining unit member shall be allowed to bid who is on duty injury, disability, maternity leave, leave of absence, or suspension of 30 days or more.

Whenever a recognized vacancy occurs within the divisions/units in Section 2 above, the vacancy will be posted in the following manner:

- All vacancies shall be posted for a minimum of seven (7) working or calendar days in all locations, and in plain view.
- In order to be considered for the job vacancy, the interested employees must submit their bids in writing to the S.O.R.T. Director's Office within the seven (7) day posting period.
- All vacancies will first be filled by the most senior bargaining unit member who bids thereon, provided said officer has the ability to perform the job and said officer meets all qualification positions in the S.O.R.T. and bargaining unit

- Not have been suspended for more than five (5) days during the previous twelve (12) month period;

- 2. Possess a valid Illinois driver's license;
  - 3. Submit to a formal interview;
  - 4. Successfully complete a mandatory drug test and background investigation;
  - 5. Successfully complete physical fitness testing and evaluation (outside agency to be consulted to modify test process).
- D. In the event there are no bidders, or no bidders with the ability to do the job, the Employer may fill a recognized vacancy at his discretion with the least senior employee with the ability to do the job or with any consenting employee.
- E. It is recognized that the Employer shall fill a vacancy with the successful bidder as soon as possible taking into account staffing needs.

#### V. Department of Women's Justice

#### DEPARTMENTAL ANNUAL BID FOR SHIFT AND DETAIL

- In order to bid for any vacancy, an officer must be on active and paid duty status. No officer shall be allowed to bid who is on duty injury, disability maternity leave, leave of absence, or suspensions of 30 days or more.
- 1. At least thirty days prior to the annual individual Departmental bid, the employer shall provide to the Chapter a list of all eligible bid positions in the department which clearly sets forth all shifts and details which will be available for bid.
  - 2. For the duration of this agreement, the Executive Directors will institute an individual Departmental bid which will allow staff, based on seniority, to bid for their shift and detail. The individual Departmental bid will be open to all eligible staff members (as identified above) regardless of when they were last awarded a bid. Staff members can bid for their shift and detail and the bid will be awarded to the bidder with the most seniority.
  - 3. The Executive Directors will establish the number of staff assigned to each shift and detail in each division or Unit. There will be (7) seven details:
    - 1. Monday through Friday with Saturday and Sunday off days.
    - 2. Tuesday through Saturday with Sunday and Monday off days.
    - 3. Wednesday through Sunday with Monday and Tuesday off days.
    - 4. Thursday through Monday with Tuesday and Wednesday off days.
    - 5. Friday through Tuesday with Wednesday and Thursday off days.
    - 6. Saturday through Wednesday with Thursday and Friday off days.
    - 7. Sunday through Thursday with Friday and Saturday off days.  - 4. Based upon a verified seniority list for each department, each officer will be allowed to select the shift and detail they prefer. This process would allow groups of officers to review all available assignments and make their selection. Once an employee makes a selection, that

- a designated period of time in each department until all staff members have made their selection.

selection will no longer be an option for other employees. This process would continue over a designated period of time in each department until all staff members have made their selection.

5. This choice process would allow one [1] officer at a time, based on seniority, to select his/her assignment from the identified assignments in each department. This process avoids duplication by allowing only one (1) assignment per officer. This process is designed to ensure that officers with the most seniority in each department have the most assignments to select from and an officer with the least seniority has the least assignments to select from.

- 6. After implementation of these selections in each department, the staff members would remain in their respective assignments for one (1) year or until the next Department-wide bid or until the next bid if sooner.
- 7. In the event there are no bidders, or no bidders with the ability to do the job, the Employer may fill a recognized vacancy at his discretion with the least senior employee with the ability to do the job or with consenting employee.

#### Quarterly Bids:

When a vacancy occurs in between Departmental bids, the vacancy will be filled by the following method:

- 1. All vacancies will be identified by shift and detail.
- 2. The vacancy will be posted in the department. The vacancies shall be posted on bulletin boards in areas accessible to all staff members in the department for a minimum of ten (10) days.
- 3. Only staff assigned in the department will be allowed to bid on the vacancy.
- 4. In order to be considered for the job /vacancy, the interested eligible employees must submit their bids in writing to the appropriate Executive Director's Office within the then (10) day posting period.
- 5. All vacancies in each department will be filled by the most senior eligible employee who bids thereon, provided said employee has the ability to perform the job and said employee meets all qualifications standards required by the unit.
- 6. The successful bidder must remain on the chosen assignment for the duration of this agreement or until the next Departmental/Divisional wide bid whichever occurs first.
- 7. If a vacancy receives no successful bidders in the department, the vacancy must remain unfilled or the Executive Director may solicit applications from other Divisions.
- 8. If applications are solicited from other Divisions and there are no successful bidders, the appropriate Executive Director may fill the vacancy with a probationary employee until the next Departmental-wide bid.

9. If bids are solicited from other Divisions and successful bidder is chosen, the staff member shall remain in that assignment for the duration of this agreement or until the next Departmental wide or Divisional bid, whichever occurs first.
10. The Employer shall review all vacancies and positions occupied by probationary employees each March, June, September and December. These positions shall be filled according to sections one (1) through nine (9) above or by a Departmental-wide bid.

**Section 14.4 Exceptions to the Requirements of Job Posting, Bidding and Transfers:**

**I. DOC:**

- A. Probationary Employees: Notwithstanding any other provision of this Article XIV, the Employer has the exclusive right on his sole discretion, to fill a recognized vacancy with any probationary employee until the next Divisional/Department bid.
- B. Reassignment Under Investigation: The Employer may, at its discretion, reassign any employee while investigation of possible wrongful behavior is completed. Such assignment shall not be precedent setting.
- C. During the term of this agreement the Employer and the Chapter shall have the right in their sole discretion and for any reason, to fill recognized vacancies by transferring to such vacancy up to, and including, seventy-five (75) employees for the Employer and twenty-five (25) employees for the Chapter, provided, that no employee shall be so transferred or reassigned under this section involuntarily. The Parties will notify each other in writing, within five (5) working days of such transfers. Said transfer orders shall be dated, and in writing and shall clearly, on its face, designate the employee being transferred and the position to which said employee is being transferred. The Parties further agree that if such transferred employee is returned to his/her original position during the term of this agreement then that Party shall be able to re-use that transfer right.

**II. Boot Camp:**

Reassignment Under Investigation - The Employer may, at its discretion, reassign any employee while investigation of possible wrongful behavior is completed. Such assignment shall not be precedent setting.

**III. D.C.S.I.:**

- A. Reassignment Under Investigation - The Employer may, at its discretion, reassign any employee while investigation of possible wrongful behavior is completed. Such assignment shall not be precedent setting.
- B. The D.C.S.I. may, at its discretion, fill 25% of all vacancies in the Electronic Monitoring Unit and bargaining unit positions in the Records Unit with Correctional Officers and Court Service Deputies without regard to seniority.

**Section 14.5 Notification:**

- A. The Employer shall notify the Chapter in writing of the all of recognized vacancies or transfers for each year of this Agreement by January 1 of the following year. The Employer will identify to the Chapter, in writing, the name of each employee, the division/unit occupied by said employee, whether such assignment is in a special unit or not.
- B. The Employer shall keep a record of all posting for 90 days in the Personnel Office, which shall be available for inspection by the Chief Chapter Representative and/or a Chapter official once every three (3) months at a date and time mutually agreeable to by the Employer and the Chapter.
- C. The Employer shall inform the Chief Chapter Representative and/or a Chapter official at the quarterly meeting above, of the number of quarterly divisional seniority bids accomplished.

**ARTICLE XV**

**Disciplinary Action Policy and Procedure**

**Section 15.1 General Statement:**

This policy shall apply to all Correctional Officers under the jurisdiction of the Sheriff of Cook County. The term "Employee," as used throughout this procedure, shall also be understood to include any recognized employee Representative.

The Employer shall not take any disciplinary action against an employee without just cause. Employees who are to be or may be disciplined are entitled to Representation and rights consistent with the Illinois Uniform Peace Officers Disciplinary Act "Illinois Police Officer's Bill of Rights", as amended from time to time in the Illinois Compiled Statutes. The Chapter and the Employer agree that discipline should be timely, progressive and accompanied by counseling where appropriate. It is understood that employees are subject to the general orders, rules and regulations of the Employer.

All investigations conducted by the Internal Investigations Division of the Cook County Sheriff's Police Department shall be conducted and completed within a reasonable time period based upon the complexity of the investigation, and the workload of the IAD Internal Affairs Division.

**Section 15.2 Purpose:**

To provide a mechanism whereby disciplinary action will be initiated in a series of progressive steps, depending upon the severity of the rules infraction.

**Section 15.3 Policy:**

- A. Disciplinary action is taken when an Employee has committed an infraction of a County rule or regulation or general or special order of the Sheriff's Office as specified in rules governing employee conduct or other behavior deemed unacceptable.
- B. Discipline is intended to be corrective and should follow a series of timely and progressive steps to change the Employee's unacceptable conduct or behavior and is based upon the

commission of the same or similar infraction, except for major cause infractions as defined elsewhere.

**C. In general, discipline will include the following steps:**

1. Written reprimand(s)
2. Suspension(s)
3. Discharge

Sick time is not to be used by Employees as vacations or simply to take time off without pay. Employees shall not be disciplined for the bona fide use of sick time. The Employer shall keep the Chapter informed of Employees suspected of abusing sick time and the Chapter will cooperate with the Employer in counseling individuals in an effort to minimize such abuse. Excessive absences from work when not documented as a major illness, disability or injury on duty are unacceptable. This includes both misuse or abuse of medical time and dock time. The parties agree that when an Employee is "written up" for misuse of sick leave that Employee shall provide a doctors' note at or before his/her Step 1 grievance hearing. In the event the Employee fails to provide such documentation then the grievance shall be denied.

Disciplinary action may begin or advance to any step dependent upon the nature of the infraction. Once disciplinary action has been taken against an Employee, such disciplinary action on the particular charge cannot be increased in severity, unless additional facts are presented, which increase the severity of the offense. Any subsequent adjustment of the discipline shall be made only by mutual agreement in settlement of the dispute.

**F. Should it be necessary to reprimand an Employee, management will attempt to administer such reprimand so as not to unduly cause embarrassment to the Employee (example never on roll call or in the presence of an inmate or visitor).**

**G. All discipline shall be given only for just cause. The level of disciplinary action and/or degree shall be appropriate to the infraction including, if appropriate, consideration of the following:**

1. Documentation of Employee's past conduct.
2. Whether or not the Employee was adequately warned and counseled of the consequences of his/her conduct.
3. Length of service.
4. Seriousness and circumstances of the infraction.
5. County or Sheriff's Office practice in similar cases.
6. Motives and reasons for violating a rule.

**Section 15.4 Appeals Procedures:**

Department disciplinary actions for suspensions of thirty (30) days or less, excluding counseling and/or written reprimands shall be subject to the grievance procedure. Merit Board action is subject to administrative review of the Circuit Court of Cook County. Grievances involving written reprimands shall be initiated at Step 1 and may be processed only through Step 3 of the grievance procedure. Should the Chapter consider the suspension of an Employee to be improper, the Chapter shall submit a written grievance to the Sheriff or his/her designated Representative within ten (10) calendar days of the Chapter's receipt of the formal notice of the action. The grievance shall be processed in accordance with Step 3 of the grievance procedure.

**Section 15.5 Disciplinary Action Form:**

**D. The disciplinary action form is to be completed for all steps of disciplinary action. A form mutually agreed on by the Sheriff and the Chapter shall contain at least the following:**

1. Name of employee being disciplined.
2. Date of report.
3. Date and time of infraction.
4. The infraction committed, with a description.
5. Supervisor signature space.

**B. The disciplinary action form is given to an Employee by his immediate supervisor in a conference discussing the disciplinary action. The form shall be signed by the immediate supervisor or the Sheriff's designee and the Employee. If the Employee refuses to sign the form, the refusal will be noted in the space designated for the Employee's signature by both the supervisor and the Chapter Representative.**

**C. Copies of the disciplinary action form are distributed as follows:**

1. The Employee
2. Division/Unit Chapter Representative
3. Assistant Director
4. Superintendent and/or unit supervisor
5. Internal Investigations

**Section 15.6 Suspension for Thirty (30) Calendar Days or Less:**

Suspensions for thirty (30) calendar days or less may be given when there has been previous disciplinary action or for the first infraction of a serious nature.

- A. Suspensions for thirty (30) calendar days or less is documented on a disciplinary action form and given to an Employee in a conference, after approval of the Sheriff/Designee.
- B. A disciplinary action form documenting a suspension of three (3) days or less will be disregarded and removed from the Employee's personnel file after twelve (12) months from the occurrence provided that the Employee has received no other suspensions during this

twelve (12) month period. If there was another suspension of three (3) days or less during this time period, then the disciplinary action forms will be so removed eighteen (18) months after the Employee's last suspension.

- D. A disciplinary action form documenting a suspension of more than three (3) days for a single infraction, but less than thirty-one (31) days shall not be considered against the employee for purposes of promotion after two (2) years from the occurrence, provided that the Employee has not received any other suspensions involving more than three (3) days for a single infraction during this two (2) year period.

**Section 15.7. Representation:**

The parties agree that all bargaining unit employees shall be afforded "Wingarten Rights" under the Illinois Public Labor Relations Act.

**ARTICLE XVI**  
**Summary Punishment**

**Section 16.1. Purpose:**

- A. Defines the scope of Summary Punishment procedures.  
B. Outlines a schedule of penalties for use by supervisory and command members to ensure uniformity in administering Summary Punishment.  
C. Sets forth procedures to be followed by supervisory personnel in imposing Summary Punishment.

**Section 16.2. Definition:**

- A. Summary Punishment is an alternative to formal disciplinary procedures when conduct of a less serious misconduct is observed by or comes to the attention of a department supervisor. Summary punishment is limited to:  
B. Less serious misconduct are acts of omissions not of a serious nature, which lend themselves to prompt and appropriate corrective action. It would include those violations of the Department of Corrections rules, orders and procedures which pose no threat to the safety or security of correctional staff, inmates or the institution.

**Section 16.3. Summary Punishment Limitations:**

- A. Supervisors will exercise discretion without favoritism in the application of Summary Punishment. Care will be taken that critical assignments are not left unstaffed as a result of the imposition of Summary Punishment.  
B. The Summary Punishment which may be administered for less serious misconduct other than tardiness and minor abuse of medical roll shall be limited to:

**FIRST OFFENSE:** A written reprimand.

**SECOND OFFENSE:** Suspending an affected member for one (1) day without pay.

**THIRD OFFENSE:** Suspending an affected member three (3) days without pay. More than three (3) sustained less serious misconduct charges will result in action taken under major cause infraction.

- C. An officer will be allowed to use accumulated time due, personal days or work regular days off without pay to satisfy days off without pay, i.e., suspension, imposed against said officer as a result of Summary Punishment. However, the initial loss of wages as a result of being absent without permission shall not be considered as Summary Punishment served.

- D. Action recommended under Summary Punishment shall not bar a recommendation for a more severe penalty, when additional facts give rise to a potentially more serious offense.

- E. Summary Punishment shall not be used to process a citizen complaint. All citizen complaints shall be forwarded to the Internal Investigation Division.

**Section 16.4. Procedures:**

- A. When Summary Punishment is deemed appropriate, the supervisor initiating the process will complete the Summary Punishment Action Request form within twenty (20) days upon which he will indicate the less serious misconduct and recommendation for Summary Punishment Penalty and sign in the appropriate signature block. The Summary Punishment Action Request form will then be reviewed with the affected member who shall (no later than the next reporting date) sign the form on the appropriate signature block and indicate on the form by checking the appropriate box one of the following three (3) options:

1. Acceptance of the recommended Summary Punishment which shall constitute a waiver of the grievance and hearing procedure.  
2. Refuse to accept the Summary Punishment and request a Hearing which shall constitute a waiver of the grievance procedure.  
3. Refuse to accept the Summary Punishment and implement the Grievance procedure.

B. Acceptance of Summary Punishment:

1. Upon acceptance of the Summary Punishment by the affected member, the initiating supervisor shall sign the Summary Punishment Action Request form in the indicated signature block along with the affected member and forward the form with any other pertinent documentation to the Shift Commander. The Shift Commander shall review the form for completeness and accuracy and sign in the appropriate signature block indicating approval or disapproval. The Shift Commander then shall forward the form to the appropriate Superintendent/Unit Supervisor, who shall review the form with any other attached pertinent information and sign in the appropriate signature

block indicating approval or disapproval. The Superintendent/Unit Supervisor shall then forward the form to the Executive Director/Designee for final approval.

2. Each level of review shall have the authority to alter the recommendation within the scope of the Summary Punishment limitation contained in this Article.

**C. Refusal - Request for Hearing**

1. Upon refusal of the acceptance of Summary Punishment by the affected member by signing in the appropriate space for the request of a Hearing, the Summary Punishment Action Request form shall be forwarded through the same Chain-of-Command as delineated in B (1) above. Each level of review shall have the authority to alter or disapprove the prior recommendation within the scope of the Summary Punishment limitations contained in this Article.
2. If the affected member still requests a Hearing, the Executive Director/Designee shall submit the Summary Punishment Action Request to a Hearing board for final determination. The Hearing board's determination shall be binding and final on both parties and not subject to the grievance procedure.

**D. Refusal - Grievance**

1. Upon refusal of the acceptance of Summary Punishment by the affected member by signing in the appropriate space for grievance, the affected member shall have 15 calendar days to submit a Chapter grievance form to Step 1 of the grievance procedure. Failure to submit a Chapter grievance form within the time limits shall constitute a waiver of the grievance procedure and acceptance of the Summary Punishment.

**E. Miscellaneous**

1. Nothing contained in this Article shall preclude obtaining an internal investigation number and investigation, when additional facts give rise to a potentially more serious charge.
2. A copy of the Summary Punishment Action Request form shall be forwarded to the personnel/payroll supervisor and indicate all pertinent information for payroll/timekeeping purposes.

**F. De-Depurization**

1. "De-depurization" is a process wherein the Officer is required to relinquish his/her deputy card and/or credentials (the affected officer shall be allowed to keep their badges as long as they are employed). No officer covered herein shall be subject to De-depurization except for just cause.
2. All officers who have been De-depurized and who have either served their suspensions or who are exonerated or whose disciplinary matter had been otherwise disposed of shall have their credentials and deputy card returned immediately following such action or disposition except for just cause.

**G. Summary Punishment Action Request Form (SPAR)**

A written reprimand or suspension of three (3) days or less will be disregarded and removed from the employee's personnel file after twelve (12) months from the occurrence, provided that the employee has received no other written reprimand or suspension during this twelve (12) month time period. If there is another written reprimand or suspension of three (3) days or less during this time period, then the (SPAR) will be removed eighteen (18) months after the employee's last written reprimand or suspension.

**ARTICLE XVII**  
**Evaluations**

**Section 17.1 Written Evaluations:**  
The Employer shall prepare and evaluate all non-probationary officers on an annual basis. Said evaluation shall be typed or written in ink before being presented to the affected Officer for signature and the officer shall be provided a copy of said evaluation at the time of signing.

**Section 17.2 Authority:**

- A. The CCDOC Performance Appraisal Form currently in use for Correctional Officers is hereby established as the only method by which the Department will evaluate individual performances.
- B. The Performance Appraisal Form will be prepared for the rating periods of July 1 through June 30.
- C. Date from the Performance Appraisal Form will be used for:

1. Counseling employees as to their job performance, strengths and weaknesses.
2. Determining training needs.
3. Promotional and considerations.
4. Providing current employee statistics and personal data.

**Section 17.3 Responsibilities of the Department:**

- A. One month prior to the end of the rating period, May 31, the Department will forward the correct number of Performance Appraisal Forms to appropriate divisions.
- B. The Department will ensure that all completed Performance Appraisal Forms are returned to them fifteen days after the end of the rating period.
- C. The Department will review each Performance Appraisal Form for completeness, compile a list of numerical scores and forward them to the Director, the Cook County Police and the Corrections Merit Board.
- D. The completed Performance Appraisal Form will be filed in the appropriate personnel folder.

**Section 17.4 Responsibilities of Superintendents/Unit Supervisors:**

- A. Superintendents/Unit Supervisors are responsible for the administration of the Performance Appraisal Form within Divisions and Sections under their control.
- B. The Superintendent/Unit Supervisors upon receipt of the Performance Appraisal Form will distribute to supervisors who will rate only those personnel under their immediate control.
- C. Superintendents/Unit Supervisors will review and sign each Performance Appraisal Form to ensure that the system is administered fairly throughout their Division.
- D. The Superintendent/Unit Supervisor has the right to adjust any of the ratings regardless of an appeal by ratee, but must attach a To/From Memorandum to the Performance Appraisal Form explaining the reason for the adjustment and notify the ratee.

**Section 17.5 Responsibilities of the Rater:**

- A. The rater will check the approved furlough list and schedule his ratings so the appropriate ratee will be available for counseling and signature.
- B. In cases where the officer being rated has been under the supervision of the rater for less than sixty (60) days, the rater will forward the Performance Appraisal Form to the previous supervisor.
- C. The rater is responsible for the proper execution of the Performance Appraisal Form and will sign his name in the designated space.

- D. The rater is required to inform the ratee of the final results of the evaluation. The rater should point out strengths as well as areas where improvement is needed.

- E. The interview between the rater and ratee should be viewed as a two-way training session whereby both parties are permitted to express themselves and explain reasons for past performances.

**Section 17.6 Responsibilities of the Ratee:**

- A. The ratee will review the Performance Appraisal Form in the presence of the rater and at that time question any items not understood.
- B. The ratee is required to sign the Performance Appraisal Form. This signature is not an indication of agreement with the raters evaluation but merely indicates that the ratee has seen and reviewed the Performance Appraisal Form.
- C. If the ratee does not agree with the evaluation, he has the right to note this fact in the comment section of the Performance Appraisal form.

**Section 17.7 Appeal Procedure:**

- A. The employee Performance Appraisal Form will influence many vital personnel decisions; therefore, the right of an immediate Appeal, to the Superintendent/Unit Supervisor of the rater is hereby established.
- B. The Appeal Process will consist of an informal counseling session between the ratee, his rater and the Superintendent/Unit Supervisor.
- C. **Section 17.8 Performance Appraisal Form Adjustment:**  
The Superintendent/Unit Supervisor has the right to adjust any of the ratings regardless of an appeal by ratee, but must attach a To/From Memorandum to the Performance Appraisal Form explaining the reason for the adjustment and notify the ratee.

**ARTICLE XVIII**  
**Duration**

**Section 18.1 Term:**

Three year collective bargaining agreement beginning December 1, 2001 through November 30, 2004.

It shall automatically renew itself from year to year thereafter unless either party shall give written notice to the other party not less than ninety (90) calendar days prior to the expiration date, or any anniversary thereof, that it desires to modify or terminate this Agreement.

**Section 18.2 Notice:**

Any notice under this Agreement shall be given by registered or certified mail. If given by the Chapter, then such notice shall be addressed to the following individuals:

- 1. President  
Board of Commissioners of Cook County  
118 North Clark Street - Room 500  
Chicago, IL 60602
- 2. Sheriff  
Daley Center - Room 704  
Chicago, IL 60602
- 3. Chief, Bureau of Human Resources  
118 North Clark Street - Room 840  
Chicago, IL 60602

If given by the County, then such notice shall be addressed to:

Metropolitan Alliance of Police  
Cook County Correctional Officers Chapter 222  
Suite 204  
684 West Boughton Road  
Bolingbrook, Illinois 60440

And

Joseph R. Mazzone  
Schenk, Duffy, McNamara, Phelan  
Suite 200  
24 W Cass Street 5<sup>th</sup> Floor  
Joliet, Illinois 60432

Either party may, by like written notice, change the address to which notice to it shall be given.

Signed and Entered into this 19th day of February, 2004

COUNTY OF COOK:

BY:

John H. Stroger, Jr., President

Cook County Board of Commissioners

M. F. Sheahan  
MICHAEL F. SHEAHAN  
Sheriff

ATTEST:

David Orr

DAVID D. ORR  
Cook County Clerk

PLEASE REMIT ALL DUES DEDUCTIONS TO:

ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

974 CLOCKTOWER DRIVE  
SPRINGFIELD, IL 62704

(217) 698-9433

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS  
FEB 19 2004

COM

APPENDIX B  
Illinois Fraternal Order of Police Labor Council  
974 Clocktower Drive  
Springfield, IL 62704  
(217) 698-9433

Dues Deduction Form

I, \_\_\_\_\_, hereby authorize my Employer, the \_\_\_\_\_, of \_\_\_\_\_, Illinois, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. In addition, I authorize my Employer to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of its certification as exclusive bargaining representative to the date this dues deduction is implemented, in such manner as it so directs.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_  
Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

BENEFIT OVERVIEW	COOK COUNTY HMO 12-01-02	COOK COUNTY POS 12-01-02
ALL OUTPATIENT PHYSICIAN SERVICES	\$3 CO-PAY/MEMBER/VISIT	\$20 CO-PAY /60%
INPATIENT SERVICES (MEDICAL & SURGICAL)		
HOSPITAL SERVICES (SEMI-PRIVATE ROOM)	100%	90% / 60% AFTER \$400 DEDUCTIBLE (MAX. OF 2 PER FAMILY PER YEAR)
SURGERY & ANESTHESIA (PHYSICIAN CHARGES)	100%	90% / 60%
PHYSICIAN VISITS	100%	90% / 60%
DIAGNOSTIC TESTS	100%	90% / 60%
ALL OTHER SERVICES EXCLUDING PERSONAL & COMFORT ITEMS	100%	90% / 60%
UTILIZATION REVIEW		
NON-NOTIFICATION PENALTY	NONE APPLICABLE	NONE / \$700
EMERGENCY SERVICES		
VISITS TO EMERGENCY ROOM FOLLOWING LIFE-THREATENING INJURY OR ILLNESS	100%	100% / 100% FOR EMERGENCY CARE AS DEFINED
AMBULANCE	100%	80% / 80%
MATERNITY CARE		
INPATIENT OBSTETRICAL SERVICES	100%	90% / 60%
PRE-NATAL & POSTNATAL CARE	\$3 CO-PAY/MEMBER FOR VISIT	\$20 CO-PAY / 60%

2

### COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C

BENEFIT OVERVIEW	COOK COUNTY HMO 12-01-02	COOK COUNTY POS 12-01-02
INDIVIDUAL DEDUCTIBLE FAMILY DEDUCTIBLE (ANNUAL)	NONE NONE	IN-NETWORK / OUT-OF-NETWORK NONE / \$200 NONE / \$400
INDIVIDUAL OUT-OF-POCKET MAXIMUM COINSURANCE FAMILY OUT-OF-POCKET MAXIMUM COINSURANCE (EXCLUDING OUT-OF-NETWORK HOSPITAL DEDUCTIBLES AND UTILIZATION REVIEW PENALTIES)	NONE NONE	\$1,000 / \$3,000 \$2,000 / \$6,000
LIFETIME MAXIMUM OUTPATIENT SERVICES (MEDICAL & SURGICAL)	UNLIMITED	NONE / \$1,000,000
PREVENTIVE CARE (ADULT) DIAGNOSTIC SERVICES (Performed in lab/hospital) OUTPATIENT SURGERY CENTER	\$3 CO-PAY/MEMBER/VISIT 100% 100%	\$20 CO-PAY / NOT COVERED \$20 CO-PAY / 60% 90% / 60%
PEDIATRIC CARE INJECTIONS & IMMUNIZATIONS ALLERGY TESTING	\$3 CO-PAY/MEMBER/VISIT \$3 CO-PAY/MEMBER/VISIT \$3 CO-PAY/MEMBER/VISIT	\$20 CO-PAY / 60% \$20 CO-PAY / 60% \$20 CO-PAY / 60%
INFERTILITY TREATMENT PROGRAM	100% (SUBJECT TO STATUTORY MINIMUM OF 4/2 ATTEMPTS OF IN-VITRO FERTILIZATION)	\$20 CO-PAY / 60% (SUBJECT TO STATUTORY MINIMUM OF 4/2 ATTEMPTS OF IN-VITRO FERTILIZATION)

INPATIENT SERVICES	100% UNLIMITED VISITS 70% / 50% SUBJECT TO OVERALL MENTAL HEALTH LIMITS	OUTPATIENT SERVICES \$100,000 INDIVIDUAL LIFETIME MAXIMUM; PATIENT MAXIMUM \$25,000 COMBINED IN AND OUT COMBINED MAXIMUM BENEFITS FOR IN/OUT PATIENT MENTAL HEALTH & SUBSTANCE ABUSE ARE.
EYE CARE	100% 12-01-02 POS	MENTAL HEALTH/CHMICAL DEPENDENCE/SUBSTANCE ABUSE \$5,000 OUTPATIENT INDIVIDUAL ANNUAL MAXIMUM; \$25,000 COMBINED IN AND OUT COMBINED MAXIMUM BENEFITS FOR IN/OUT PATIENT MENTAL HEALTH & SUBSTANCE ABUSE ARE.
CARE FOR EYE INJURY OR DISEASE	100% 90% / 60%	DEPENDENCE/CHMICAL MENTAL HEALTH/SUBSTANCE ABUSE \$5,000 OUTPATIENT INDIVIDUAL ANNUAL MAXIMUM; \$25,000 COMBINED IN AND OUT COMBINED MAXIMUM BENEFITS FOR IN/OUT PATIENT MENTAL HEALTH & SUBSTANCE ABUSE ARE.
BENEFIT OVERVIEW	COOK COUNTY HMO POS 12-01-02	OUTPATIENT SERVICES \$100,000 INDIVIDUAL LIFETIME MAXIMUM; PATIENT MAXIMUM \$25,000 COMBINED IN AND OUT COMBINED MAXIMUM BENEFITS FOR IN/OUT PATIENT MENTAL HEALTH & SUBSTANCE ABUSE ARE.

MEDICAL DENTAL SERVICES REPAIR FROM ACCIDENTAL INJURY TO SCOND, NATURAL TEETH. ORAL SURGERY WHEN MEDICALLY NECESSARY.	100% IN-NETWORK / OUT-OF-NETWORK 12-01-02 POS	BENEFIT OVERVIEW COOK COUNTY HMO POS 12-01-02
EMPLOYEE CONTRIBUTION NONE. 1.5% OF SALARY WITH A MAXIMUM CONTRIBUTION OF \$8,00 PER PAY PERIOD	EFFCTIVE 12-1-00, 0.5% OF SALARY WITH A MAXIMUM CONTRIBUTION OF \$8,00 PER PAY PERIOD	BENEFIT OVERVIEW COOK COUNTY HMO POS 12-01-02
MEDICAL EQUIPMENT SKILLED NURSING CARE HOME HEALTH CARE	100% 90% / 60% 100% 90% / 60% 100% 90% / 60%	EMPLOYEE CONTRIBUTION NONE. 1.5% OF SALARY WITH A MAXIMUM CONTRIBUTION OF \$8,00 PER PAY PERIOD
PHARMACY PRESCRIPTION DRUGS (WHEN FILLED AT A PARTICIPATING PHARMACY)	\$5.00 CO-PAY FOR GENERIC GENERIC AND BRAND IF A GENERIC IS NOT AVAILABLE \$30.00 CO-PAY FOR BRAND NAME BRAND WITH NO AVAILABLE GENERIC	EMPLOYEE CONTRIBUTION NONE. 1.5% OF SALARY WITH A MAXIMUM CONTRIBUTION OF \$8,00 PER PAY PERIOD
INPATIENT SERVICES	100% 90% / 60%	EMPLOYEE CONTRIBUTION NONE. 1.5% OF SALARY WITH A MAXIMUM CONTRIBUTION OF \$8,00 PER PAY PERIOD

**DENTAL PLAN****APPENDIX C****COOK COUNTY****EMPLOYEE BENEFITS**

DENTAL PLAN		EMPLOYEE BENEFITS	
DWIO (DentaCap)	Status Quo	1. OUT OF POCKET MAXIMUMS	
Alternative Plan	PPC (In/Out)	2. POS COINSURANCE	
Maximum Benefit	\$1,500/person/yr	3. IN-NETWORK / OUT-OF-NETWORK CARE	
Deductible	\$0/\$30/person \$50/\$150/family	4. POS PRESCRIPTION DRUGS	
Preventive Services: (No Deductible)	100%/\$30%	5. LIFE INSURANCE	
Primary Services: (X-Rays, Space Maintainers)	80%/60%	6. VISION COVERAGE	
Restorative Services:		7. DENTAL BENEFITS	
Routine Fillings	80% 50% 50%	8. POS NETWORKS	
Crowns	60% 50% 50%	9. TRANSITION POLICY	
Inlays & Onlays	50% 50% 50%		
Emergency Services	80% 80%		
Endodontics	80% 50%		
Periodontics	80% 50%		
Oral Surgery			
Simple Extraction	30% 30%		
Surgical Extraction	50% 50%		
Prosthetics	30% 50%		
Orthodontics	Children & Adults Lifetime Limit	\$1,250.00/Case 30% 50%	

## **2. POS COINSURANCE**

### **COINSURANCE LEVELS IN AND OUT-OF-NETWORK**

Coinurance levels for in-patient (hospital and physician) services shall be at 90% of discounted charges for in-network services and 60% of reasonable charges for out-of-network services. The coinurance levels for out-patient hospital and/or facility charges shall be at 90% of discounted charges for in-network services and 60% of reasonable charges for out-of-network services. The co-payment for out-patient physician encounters will be \$20.00 for in-network services, while the out-of-network coinurance for out-patient physician encounters will be 60% of reasonable charges (the employee pays 40%). The only exception will be appropriate emergency services for a life-threatening emergency that will be covered at 100% of reasonable expenses, except for ambulance charges. Ambulance charges will be covered at 80% of reasonable charges; the employee pays 20%.

<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>
INDIVIDUAL \$1,000	\$3,000
FAMILY \$2,000	\$6,000

### **IN-NETWORK SERVICES (POS)**

Services that are properly referred\* by the member's Primary Care Physician (PCP) shall be reimbursed at the full in-network level of benefits.

### **IN-NETWORK SERVICES WITHOUT A REFERRAL**

Services that are provided without a referral from the Primary Care Physician (PCP) will be reimbursed at the out-of-network level of benefits even if the services are provided at network facilities.

### **EMERGENCY SERVICES**

Emergency services will be covered at 100% (except ambulance will be covered at 80%) even at non-network facilities when the care meets the definition of a life threatening emergency. Care obtained on an emergency basis, which does not meet the definition of life threatening emergency, will be subject to the normal in and out-of network plan provisions, including deductibles.

### **MENTAL HEALTH/CHEMICAL DEPENDENCY**

Out-patient mental health, chemical dependency/substance abuse will be covered at 70% in-network and 50% out-of-network, subject to the annual and lifetime overall limits for managed mental health, chemical dependency/substance abuse.

## **1. OUT-OF-POCKET MAXIMUMS**

### **MAXIMUMS**

The limits on out-of-pocket expenses that may be incurred by an individual or family under a POS plan are:

INDIVIDUAL  
\$1,000

FAMILY  
\$2,000

### **EXCLUSIONS**

Only covered, valid plan expenses shall be counted towards the out-of-pocket maximums. Utilization review penalties, all applicable deductibles and charges that exceed the reasonable charge limit are not counted towards meeting the out-of-pocket maximums.

### **APPLICATION OF OUT-OF-NETWORK EXPENSES**

Covered expenses incurred out-of-network may be used to satisfy the in-network, out-of-pocket limits in order to encourage medically necessary care to be rendered in-network. Covered expenses incurred in-network may not be applied to satisfying the out-of-network, out-of-pocket limits.

### **EVIDENCE OF PAYMENT**

In order to satisfy the out-of-network, out-of-pocket limits, the plan will require evidence of actual payment to providers of the amounts required, including deductibles and coinsurance. The documentation may include canceled checks or credit card slips or summary bills, but the provider's name, address and dates of service must be provided to conform to the Explanation(s) of Benefits (EOB) submitted.

### **3. POS IN-NETWORK AND OUT-OF-NETWORK CARE**

In-network coinsurance benefits shall be paid to eligible participants for the following out-of-network care or services:

1. Emergency is defined as the sudden and unexpected onset of a medical condition with such severe symptoms that the absence of immediate medical attention could result in serious and permanent medical consequences.
2. Care ordered by a Primary Care Physician (PCP) which is:
  - a. medically necessary, and
  - b. only available at a non-network hospital or the proposed treatment is performed so infrequently in-network that direction to a non-network hospital/facility is medically appropriate, or
  - c. available at a network hospital to which the patient cannot be safely transported (only until such time as the patient can be safely transferred to the network facility, arrangements for which should be initiated once the treatment has begun, or care rendered beyond a fifty (50) mile radius from where the member is normally domiciled or stationed when treatment is temporarily relocated by Cook County, or
  - d. urgent care for members covered as dependents and residing outside of the normal service area.

### **4. POS PRESCRIPTION DRUGS**

The prescription drug program has an incentive to utilize generic drugs over brand name drugs. The retail program will be complemented with an integrated mail order program for appropriate maintenance drugs. Co-payments will be required from employees and dependents as provided below:

#### **RETAIL PURCHASES**

Generic	\$ 5.00*
Brand (no available generic)	\$ 5.00
Brand (with available generic)	\$10.00

#### **MAIL ORDER PROGRAM**

Generic	\$ 5.00*
Brand (no available generic)	\$10.00*
Brand (with available generic)	\$10.00*

The requirement that all prescriptions be limited to no more than a thirty (30) day supply will be waived to enable the use of mail order for maintenance drugs only. A ninety (90) day supply will be sent for mail order prescriptions.

Mail order may be used for the purchase of maintenance drugs that have a duration of two or three months. The Providers may enable the prescription drug vendors under contract to transfer the necessary prescription drug histories for covered employees and dependents to their contracted mail order operation.

The Providers will require the prescription drug vendors to make available the list of brand drugs for which available generics are not regarded as equivalent and for which the brand drug will be covered as a generic drug.

\*There is a zero co-pay for mail order prescriptions for Blue Choice POS members.  
Rush Prudential POS offers a 10% discount for any mail order prescription.

## 5. LIFE INSURANCE BENEFITS

All eligible employees are entitled to term insurance in an amount equal to one times their annual salary rounded to the next multiple of \$1,000. The premium for this basic benefit is paid in full by Cook County.

Eligible employees are also given the opportunity to purchase optional term life insurance in any amount up to the amount equal to their annual salary with a maximum benefit of \$100,000. The premium for the optional term life insurance benefit is paid by the employee through payroll deduction.

## 6. VISION BENEFITS

Eligible employees and their dependents receive a complete eye exam, refraction and prescription, if necessary, each year at no cost to the member. The premium for the vision benefits is paid in full by Cook County.

The spectacle lenses benefit includes uncoated plastic lenses regardless of the size or power and solid tints. Lenses can be replaced once a year at no cost to the member.

Premium lens options not covered under this program together with additional pairs of glasses and accessories are available at savings from 20% to 60% at the participating providers.

Frames are included up to the regular retail cost of \$100.00. For frames over the \$100.00 regular retail price, the member pays the amount over \$100.00 less a 10% discount. Frames are available to members once every two (2) years.

Contact lenses are available in lieu of a pair of spectacle lenses once a year. Retail value of the contact lenses of up to \$100.00 is included. Contact lenses above the retail cost of \$100.00 are available at the additional cost.

Once you have exhausted your covered benefits, members are eligible to purchase unlimited pairs of glasses or contacts through participating providers at the following costs:

<u>FRAMES</u>	<u>ADDITIONAL COST</u>
Priced up to \$60.99	\$ 25.00
Priced from \$61-\$80.00 retail	\$ 35.00
Priced from \$81 to \$100.99	\$ 45.00
Priced over \$101 retail	65%

### LENSSES (UNCOATED PLASTIC)

Single Vision	\$ 30.00
Bifocal	\$ 50.00
Trifocal	\$ 60.00
Lenticular	\$100.00

Members can also purchase non-covered benefits at a reduced rate. Please refer to the Vision Brochure for the list of options, additional costs or discount.

## **7. DENTAL BENEFITS**

### **A. DENTAL MAINTENANCE ORGANIZATION (DMO)**

All new employees hired after December 1, 1999 must be in the DMO for one year before changing to the DPPO.

Dental care is provided to eligible employees and their dependents through participating dentists. The premium for the dental care is paid in full by Cook County.

Preventive care, which includes dental exams, x-rays and two cleanings per year are covered at 100%. Fluoride treatments for children under age 19 are also covered at 100%.

Basic benefits will require a co-payment by the member for each specific service. These co-payments equal to a discount of approximately 75%.

Major services will require a co-payment by the member for each specific service. These co-payments equal to a discount of approximately 60%.

Orthodontics are available to children under the age of 19 with co-payments equal to a discount of approximately 25%.

### **B. DENTAL PREFERRED PROVIDER ORGANIZATION (DPPO)**

Dental care will be provided on an in-network and out-of-network basis.

In-network benefits are provided through listed dental providers at predetermined fee schedules and co-payments.

Employees and dependents may utilize the services of other dental providers not listed, but are subject to higher co-payment or deductibles than services by in-network providers.

## **8. POS NETWORKS**

The County shall contract with standard, commercially-available Point of Service (POS) networks of hospitals and physicians for all Point of Service health plans offered to County employees.

At least thirty days prior to the scheduled date of final approval of the health plans by the Cook County Board of Commissioners the following information shall be provided to the unions; the commonly used commercial name of each POS network proposed by the County; the names of the five largest employers subscribing to each of the specific networks and the directories of physicians and hospitals.

It is understood by the County and the Union that commercially-available POS networks are dynamic and that they change over time. The County shall monitor networks to assure that hospitals and doctors are added to the County's available networks. In addition, when health plans add hospitals and physicians to their commercially-dropped from their POS networks, the County shall verify that these providers have been dropped from the commercially-available POS networks. In addition, the POS Transition Policy spelled out in the Appendix shall apply to employees hospitalized on the effective date a hospital is dropped from a network.

## **9. TRANSITION POLICY**

In-Network levels will remain in effect under the following conditions:

If an enrollee is hospitalized on the effective date of the revised benefit plan (including a hospital dropped from a network), the benefit levels shall remain intact until the day after the employee is discharged from the hospital.

If the enrollee is transferred to a non-network facility, benefits will be subject to the conditions for approval of out-of-network care. The in-network level of benefits shall be continued at an out-of-network facility in the event that clinical considerations, as approved by the Plan (Provider), warrant continuity of care.

SCHEDULE III

BUREAU OF HUMAN RESOURCES

COUNTY CORRECTIONAL COMPENSATION PLAN

GRADE	<u>1ST STEP</u>	<u>2ND STEP</u>	<u>3RD STEP</u>	<u>4TH STEP</u>	<u>5TH STEP</u>	<u>OF SERVICE</u>	<u>AFTER 1 YR. AT MAXIMUM RATE AND 5 YEARS OF SERVICE</u>	<u>AFTER 1 YR. AT 1ST LON- GEVITY RATE AND 10 YRS. OF SERVICE</u>	<u>AFTER 1 YR. AT 2ND LON- GEVITY RATE AND 15 YRS. OF SERVICE</u>	<u>AFTER 1 YR. AT 3RD LON- GEVITY RATE AND 20 YRS. OF SERVICE</u>	<u>AFTER 1 YR. AT 4TH LON- GEVITY RATE AND 25 YRS. OF SERVICE</u>	
							<u>Hourly</u>	<u>Bi-Weekly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Bi-Weekly</u>	<u>Annual</u>
CO1												
Hourly	17.888	18.713	19.650	20.616	21.583	22.445		23.341		24.273		
Bi-Weekly	1,431.04	1,497.04	1,572.00	1,649.28	1,726.64	1,795.60		1,867.28		1,941.84		
Annual	37,207	38,923	40,872	42,881	44,892	46,685		48,549		50,487		
CO2												
Hourly	19.651	20.613	21.583	22.629	23.675	24.618		25.597		26,620		
Bi-Weekly	1,572.08	1,649.04	1,726.64	1,810.32	1,894.00	1,969.44		2,047.76		2,129.60		
Annual	40,874	42,875	44,892	47,068	49,244	51,205		53,241		55,369		
CO3												
Hourly	20.468	21.454	22.449	23.569	24.653	25.634		26,657		27,719		
Bi-Weekly	1,637.44	1,716.32	1,795.92	1,885.52	1,972.24	2,050.72		2,132.56		2,217.52		
Annual	42,573	44,624	46,693	49,023	51,278	53,318		55,446		57,655		
CO4												
Hourly	22.449	23.569	24.653	25.829	27.085	28.165		29,288		30,457		
Bi-Weekly	1,795.92	1,885.52	1,972.24	2,066.32	2,166.80	2,253.20		2,343.04		2,436.56		
Annual	46,693	49,023	51,278	53,724	56,336	58,583		60,919		63,350		
CO5												
Hourly	24.653	25.829	27.085	28,361	29.716	30,903		32,132		33,417		
Bi-Weekly	1,972.24	2,066.32	2,166.80	2,268.88	2,377.28	2,472.24		2,570.56		2,673.36		
Annual	51,278	53,724	56,336	58,990	61,809	64,278		66,834		69,507		

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SCHEDULE III

BUREAU OF HUMAN RESOURCES

COUNTY CORRECTIONAL COMPENSATION PLAN

GRADE	1ST <u>STEP</u>	2ND <u>STEP</u>	3RD <u>STEP</u>	4TH <u>STEP</u>	5TH <u>STEP</u>	AFTER 1 YR. AT MAXIMUM RATE AND 5 YEARS OF SERVICE	AFTER 1 YR. AT 1ST LONG- EVITY RATE AND 10 YRS. OF SERVICE	AFTER 1 YR. AT 2ND LONG- EVITY RATE AND 15 YRS. OF SERVICE	AFTER 1 YR. AT 3RD LONG- EVITY RATE AND 20 YRS. OF SERVICE	AFTER 1 YR. AT 4TH LONG- EVITY RATE AND 25 YRS. OF SERVICE
						1,459.68 37,951	1,526.96 39,700	1,603.44 41,689	1,682.24 43,738	1,761.20 45,791
<b>CO-1</b>										
Hourly	18.246	19.087	20.043	21.028	22.015	22.894	23.808	24.758	25.744	26.773
Bi-Weekly	1,459.68	1,526.96	1,603.44	1,682.24	1,761.20	1,831.52	1,904.64	1,980.64	2,059.52	2,141.84
Annual	37,951	39,700	41,689	43,738	45,791	47,619	49,520	51,496	53,547	55,687
<b>CO2</b>										
Hourly	20.044	21.025	22.015	23.082	24.149	25.110	26.109	27.152	28.231	29.356
Bi-Weekly	1,603.52	1,682.00	1,761.20	1,846.56	1,931.92	2,008.80	2,088.72	2,172.16	2,258.48	2,348.48
Annual	41,691	43,732	45,791	48,010	50,229	52,228	54,306	56,476	58,720	61,060
<b>CO3</b>										
Hourly	20.877	21.883	22.898	24.040	25.146	26.147	27.190	28.273	29.398	30.572
Bi-Weekly	1,670.16	1,750.64	1,831.84	1,923.20	2,011.68	2,091.76	2,175.20	2,261.84	2,351.84	2,445.76
Annual	43,424	45,516	47,627	50,003	52,303	54,385	56,555	58,807	61,147	63,589
<b>CO4</b>										
Hourly	22.898	24.040	25.146	26.346	27.627	28.728	29.874	31.066	32.307	33.596
Bi-Weekly	1,831.84	1,923.20	2,011.68	2,107.68	2,210.16	2,298.24	2,389.92	2,485.28	2,584.56	2,687.68
Annual	47,627	50,003	52,303	54,799	57,464	59,754	62,137	64,617	67,198	69,879
<b>CO5</b>										
Hourly	25.146	26.346	27.627	28.928	30.310	31.521	32.775	34.085	35.443	36.854
Bi-Weekly	2,011.68	2,107.68	2,210.16	2,314.24	2,424.80	2,521.68	2,622.00	2,726.80	2,835.44	2,948.32
Annual	52,303	54,799	57,464	60,170	63,044	65,563	68,172	70,896	73,721	76,656

**SCHEDULE III****BUREAU OF HUMAN RESOURCES****COUNTY CORRECTIONAL COMPENSATION PLAN**

<u>GRADE</u>	<u>1ST STEP</u>	<u>2ND STEP</u>	<u>3RD STEP</u>	<u>4TH STEP</u>	<u>5TH STEP</u>	<u>AFTER 1 YR. AT MAXIMUM RATE AND 5 YEARS OF SERVICE</u>	<u>AFTER 1 YR. AT 1ST LON- GEVITY RATE AND 10 YRS. OF SERVICE</u>	<u>AFTER 1 YR. AT 2ND LON- GEVITY RATE AND 15 YRS. OF SERVICE</u>	<u>AFTER 1 YR. AT 3RD LON- GEVITY RATE AND 20 YRS. OF SERVICE</u>	<u>AFTER 1 YR. AT 4TH LON- GEVITY RATE AND 25 YRS. OF SERVICE</u>
CO1										
Hourly	18,428	19,278	20,243	21,238	22,235	23,123	24,046	25,006	26,001	27,041
Bi-Weekly	1,474.24	1,542.24	1,619.44	1,699.04	1,778.80	1,849.84	1,923.68	2,000.48	2,080.08	2,163.28
Annual	38,330	40,098	42,05	44,175	46,248	48,095	50,015	52,012	54,082	56,245
CO2										
Hourly	20,244	21,235	22,235	23,313	24,390	25,361	26,370	27,424	28,513	29,650
Bi-Weekly	1,619.52	1,698.80	1,778.80	1,865.04	1,951.20	2,028.88	2,109.60	2,193.92	2,281.04	2,372.00
Annual	42,107	44,168	46,248	48,491	50,731	52,750	54,849	57,041	59,307	61,672
CO3										
Hourly	21,086	22,102	23,127	24,280	25,397	26,408	27,462	28,556	29,692	30,878
Bi-Weekly	1,686.88	1,768.16	1,850.16	1,942.40	2,031.76	2,112.64	2,196.96	2,284.48	2,375.36	2,470.24
Annual	43,858	45,972	48,104	50,502	52,825	54,928	57,120	59,396	61,759	64,226
CO4										
Hourly	23,127	24,280	25,397	26,609	27,903	29,015	30,173	31,377	32,630	33,932
Bi-Weekly	1,850.16	1,942.40	2,031.76	2,128.72	2,232.24	2,321.20	2,413.84	2,510.16	2,610.40	2,714.56
Annual	48,104	50,502	52,825	55,346	58,038	60,351	62,759	65,264	67,870	70,578
CO5										
Hourly	25,397	26,609	27,903	29,217	30,613	31,836	33,103	34,426	35,797	37,223
Bi-Weekly	2,031.76	2,128.72	2,232.24	2,337.36	2,449.04	2,546.88	2,648.24	2,754.08	2,863.76	2,977.84
Annual	52,825	55,346	58,038	60,771	63,675	66,218	68,854	71,606	74,457	77,423

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## SCHEDULE III

Rates in effect December 1, 2003

## BUREAU OF HUMAN RESOURCES

## COUNTY CORRECTIONAL COMPENSATION PLAN

<u>GRADE</u>	<u>1ST STEP</u>	<u>2ND STEP</u>	<u>3RD STEP</u>	<u>4TH STEP</u>	<u>5TH STEP</u>	<u>OF SERVICE</u>	<u>AFTER 1 YR.</u>	<u>AFTER 1 YR.</u>	<u>AFTER 1 YR.</u>	<u>AFTER 1 YR.</u>	<u>AFTER 1 YR.</u>
	Hourly	Bi-Weekly	Annual	Hourly	Bi-Weekly	Annual	At Maximum Rate And 5 Years Of Service	At 1st Lon-gevity Rate And 10 Yrs. Of Service	At 2nd Lon-gevity Rate And 15 Yrs. Of Service	At 3rd Lon-gevity Rate And 20 Yrs. Of Service	At 4th Lon-gevity Rate And 25 Yrs. Of Service
<b>CO1</b>											
Hourly	18.981	19.856	20.850	21.875	22.902	23.817	24.767	25.756	26.781	27.852	
Bi-Weekly	1,518.48	1,588.48	1,668.00	1,750.00	1,832.16	1,905.36	1,981.36	2,060.48	2,142.48	2,228.16	
Annual	39,480	41,300	43,368	45,500	47,636	49,539	51,515	53,572	55,704	57,932	
<b>CO2</b>											
Hourly	20.851	21.872	22.902	24.012	25.122	26.122	27.161	28.247	29.368	30.540	
Bi-Weekly	1,668.08	1,749.76	1,832.16	1,920.96	2,009.76	2,089.76	2,172.88	2,259.76	2,349.44	2,443.20	
Annual	43,370	45,493	47,636	49,944	52,253	54,333	56,494	58,753	61,085	63,523	
<b>CO3</b>											
Hourly	21.719	22.765	23.821	25.008	26.159	27.200	28.286	29.413	30.583	31.804	
Bi-Weekly	1,737.52	1,821.20	1,905.68	2,000.64	2,092.72	2,176.00	2,262.88	2,353.04	2,446.64	2,544.32	
Annual	45,175	47,351	49,547	52,016	54,410	56,576	58,834	61,179	63,612	66,152	
<b>CO4</b>											
Hourly	23.821	25.008	26.159	27.407	28.740	29.885	31.078	32.318	33.609	34.950	
Bi-Weekly	1,905.68	2,000.64	2,092.72	2,192.56	2,299.20	2,390.80	2,486.24	2,585.44	2,688.72	2,796.00	
Annual	49,547	52,016	54,410	57,006	59,779	62,160	64,642	67,221	69,906	72,696	
<b>CO5</b>											
Hourly	26.159	27.407	28.740	30.094	31.531	32.791	34.096	35.459	36.871	38.340	
Bi-Weekly	2,092.72	2,192.56	2,299.20	2,407.52	2,522.48	2,623.28	2,727.68	2,836.72	2,949.68	3,067.20	
Annual	54,410	57,006	59,779	62,595	65,584	68,205	70,919	73,754	76,691	79,747	